

**TAILORED**  

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**INVESTMENT**  

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**SOLUTIONS**

**Tailored Investment Solutions**  
**ASX 200 Investment Units**  
**Series 1**

**Product Disclosure Statement**  
**4 May 2016**



# IMPORTANT INFORMATION

Issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) and arranged by Valuestream Investment Management Ltd (ACN 094 107 034, AFSL 246621).

This PDS is for the offer of an agreement to purchase the shares specified in Section 3.2 “Key Information” (“**Delivery Assets**”) on certain terms including deferred delivery and to enter into a Loan for the Investment Amount (“**the Offer**”). This PDS is dated 4 May 2016 and is issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) (“**the Issuer**”) and arranged by Valuestream Investment Management Ltd (ACN 094 107 034, AFSL 246621) pursuant to Section 911A(2)(b) of the Corporations Act. Pursuant to Section 911A(2)(b), the Issuer will issue the Units in accordance with the offer made by the Arranger.

This PDS has not been lodged, and is not required to be lodged with the Australian Securities and Investments Commission (“ASIC”). The Issuer will notify ASIC that this PDS is in use in accordance with the Corporations Act. ASIC and its officers take no responsibility for the contents of this PDS.

All fees in this PDS are stated inclusive of any GST (unless stated otherwise).

All monetary amounts referred to in this PDS are given in Australian dollars (unless stated otherwise). All references to legislation in this PDS are to Australian legislation. Explanations as to tax treatment and other features of the Offer have been provided for Australian investors.

The Issuer accepts responsibility for the information contained in this PDS. None of the Registrar, Arranger or Baker & McKenzie have authorised or caused the issue of this PDS or purport to make any statement in this PDS (or any statement on which a statement in this PDS is based) other than in the limited circumstances set out in Section 12.6 of this PDS. The Index Sponsors are in no way connected or associated with the Units or the Issuer in any way. Please refer to Section 16 “Reference Asset Disclaimers” for further information.

## INVESTMENTS IN THE UNITS

This PDS is an important document that should be read before making a decision to acquire the Units. The information in this PDS is general information only and does not take into account an individual’s investment objectives, financial situation or particular needs or circumstances.

Nothing in this PDS is a recommendation by the Issuer or its related bodies corporate or by any other person concerning investment in the Units or the Reference Asset or any specific taxation consequences arising from an investment in the Units. Potential investors should also obtain independent financial and taxation advice as to the suitability of this investment to them having regard to their investment objectives, financial situation and particular needs. No cooling off rights apply to investments in the Units.

**Potential investors should note that the Issuer retains the absolute discretion to close the offer early and/or adjust the Commencement Date (and all other consequential dates). The Issuer may also determine not to continue with the issue of a Series of Units on the Commencement Date. In particular, the Issuer will not continue with the issue of Units if it considers that it and its affiliates have not completed sufficient arrangements for hedging their respective obligations or if the Minimum Total Subscription is not met. If a decision is made not to proceed with the issue of the Units the Issuer will return your Prepaid Interest and Hedge Costs and any Adviser Fee (without interest) within 10 Business Days of the scheduled Commencement Date.**

## ELIGIBLE INVESTORS AND ELECTRONIC PDS

This PDS and the Offer are available only to Australian resident investors receiving this PDS (including electronically) in Australia. Applications from outside Australia will not be accepted. If anyone prints an electronic copy of this PDS they must print all pages

including the Application Form. If anyone makes this PDS available to others, they must give them the entire electronic file or printout, including the Application Form and any additional documents that the Issuer may require such as identification forms for the purpose of satisfying Australian anti-money laundering legislation.

The Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold in the United States or to, or for the benefit of U.S. persons unless the Units are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

## UPDATED INFORMATION

Information set out in this PDS is subject to change from time to time. Information not materially adverse to Investors in the Units may be amended without issuing an updated or supplementary PDS. Investors can find this updated information at any time at: [www.tailoredinvestmentsolutions.com.au](http://www.tailoredinvestmentsolutions.com.au)

A paper copy of this PDS (and any supplementary documents) can be obtained free of charge on request by contacting Tailored Investment Solutions. Tailored Investment Solutions can be contacted on 1300 760 397 or at Level 6, 54 Miller St North Sydney NSW 2060.

## MAKING AN INVESTMENT

Units can only be issued if potential investors use an Application Form (including relevant attachments) attached to either a paper or electronic copy of this PDS.

## RETURNS NOT GUARANTEED

Returns on the Units are not guaranteed. Neither the Issuer, the Custodian, the Arranger, the Acceptor, nor any of their associates or subsidiaries guarantees the return on an investment in the Units or any gain. Investors may not recoup the total amount of the Prepaid Interest and Hedge Costs and the Adviser Fee (if any) paid as there is no guarantee that returns on the Units will be in excess of the amount of the total Prepaid Interest and Hedge Cost payments and Adviser Fee (if any) paid by Investors. Please refer to Section 8 “Risks” in this PDS.

## SUPERANNUATION FUND INVESTORS

Superannuation funds can invest in Units. Superannuation fund investors should take note of the representations and warranties they make when investing – see clause 11.2 of the Terms in this PDS.

## DEFINITIONS

Capitalised terms used in this PDS have the meaning given in Section 14 “Definitions”.

## NATURE OF THE UNITS

The Units are “Securities” for the purposes of Chapter 7 of the Corporations Act.

Please note “Unit” or “Units”, when used in this PDS, means an agreement to buy the Delivery Assets between the Issuer and the Investor pursuant to the Deferred Purchase Agreement. The Units are not units in a trust or managed investment scheme.

# TAILORED INVESTMENT SOLUTIONS PTY LTD

Tailored Investment Solutions Pty Ltd provides a range of investment strategies to Australian investors. TIS does not hold an Australian Financial Services License (“AFSL”) and investors should seek independent investment advice prior to investing.



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# 1. OVERVIEW

## TIS ASX 200 Investment Units Series 1

TIS ASX 200 Investment Units Series 1 offers Investors a 3-year exposure to the performance of the Australian share market as measured by the S&P/ASX 200 Price Return Index as well as a compulsory limited recourse Loan under which Investors borrow 100% of the Investment Amount.

Investors enjoy the cash flow benefit of being able to pay Prepaid Interest and Hedge Costs annually in advance and receive Fixed Coupons during the Investment Term that are not dependant on performance. The Fixed Coupons are set-off against the Prepaid Interest and Hedge Cost payments, reducing the net amount payable by Investors.

TIS ASX 200 Investment Units Series 1 offer:

- two Fixed Coupon payments at the end of each of the first 2 years of the Investment Term of 5.5% of the Issue Price per Unit less the 10% Performance Fee;
- potential for returns at Maturity via a Final Coupon, which is determined by the performance of the Reference Asset over the investment term, less the amount of the Gross Fixed Coupons;
- the benefit of a compulsory 100% Loan to fund your Investment Amount for the Investment Term;
- after Maturity, an investment in the Delivery Assets (unless you have elected to exercise the Agency Sale Option); and
- Annual Walk Away Option allowing the Investor the annual choice to continue or discontinue the Loan and their investment in the Units. If an Investor elects to use the Annual Walk Away Option, they will not receive any future Coupons or the Final Value. The investment in the Units will be terminated. However, they will not be required to make any further payments in respect of the Loan or the Units or pay any Break Costs.

Each Unit is a separate right to receive the Delivery Assets and certain related rights under a Deferred Purchase Agreement as described in this PDS.

After Maturity, provided the Loan is repaid, Investors will receive the Delivery Assets, unless they request the Issuer to sell the Delivery Assets on their behalf and receive the Sale Monies (which includes a deduction for any Delivery Costs).

### Summary:

| Series  | Series 1  |
|---|---|
| Reference Asset   | the S&P/ASX 200 Price Return Index                              |
| Loan (limited recourse)   | 100% of the Investment Amount                                   |
| Interest Rate   | 4.95% p.a.  |
| Hedge Cost  | 2.2% p.a.   |
| Fixed Coupon (payable at the end of year 1 and year 2 of the Investment Term) | 5.5% of the Issue Price per Unit (less the 10% Performance Fee) |

## 2. WHY INVEST IN TIS ASX 200 INVESTMENT UNITS SERIES 1?

TIS ASX 200 Investment Units Series 1 (“Units”) offers the following investment features:

### COUPON PAYMENTS

You will receive two Fixed Coupon payments of 5.5% of the Issue Price per Unit during the Investment Term (less the 10% Performance Fee). You also have the potential to receive a third Final Coupon following the Scheduled Maturity Date.

The Fixed Coupons at the end of the first and second year are set off against the Prepaid Interest and Hedge Cost due for the second year and third year respectively. If an Investor elects to use the Annual Walk Away Option they are not entitled to receive any Coupons (or Final Value) payable after the exercise of the Annual Walk Away Option, including the Fixed Coupon in respect of the year in which an Investor exercises the Annual Walk Away Option.

The amount of the Final Coupon is equal to any increase in the Reference Asset Value over the full Investment Term (subject to averaging) that is greater than the Gross First Coupon and Gross Second Coupon. Please refer to “Coupons” in Section 8 “Risks” for more detail.

Payment of the Coupons (including the potential Final Coupon) relies on the Issuer meeting its obligations, and the payment of the Final Coupon also relies on the Hedge Counterparty’s ability to meet their obligations under the Hedge. A relevant factor for the assessment of counterparty risk is the financial strength of the Issuer and Hedge Counterparty. You should refer to “Counterparty risk of Issuer” in Section 8 “Risks”.

### 100% LIMITED RECOURSE BORROWING

Investors must borrow 100% of their Investment Amount by way of a Loan. The Loan is limited recourse, meaning that the Lender will only have recourse to the Investor’s interest in the Units for repayment of the Loan Amount. Investors are required to prepay their interest on the Loan Amount yearly in advance, on the Annual Payment Dates as set out in the Timetable.

The Loan is limited recourse to an Investor’s interest in the Units (including any Coupons, Delivery Assets or Sale Monies). Because the Loan is limited recourse, once an Investor has paid their Prepaid Interest and Hedge Cost, even if the return on the Units is insufficient to repay the Loan Amount the Lender cannot take action against the Investors to recover any amount beyond the Investor’s interest in the Units and any assets of the relevant Investor Trust (including any Coupons, Delivery Assets or Sale Monies) through enforcement of the relevant Investor Security Deed. This remains the case regardless of whether an election to exercise the Annual Walk Away Option, or Early Maturity, or an Issuer Buy-Back has occurred.

Please see Section 5 “The Loan Facility” for more information and Section 10 “Taxation” for the taxation implications of the Loan. Please also refer to “Loan risks” in Section 8 “Risks”.

### PREPAID INTEREST AND HEDGE COST

Prepaid Interest and Hedge Costs are required to be prepaid each year annually in advance at rates of 4.95% p.a. and 2.2% p.a., respectively. At the end of Year 1 and Year 2 of the Investment Term, the amount of the Coupon payable to you will be set-off against the Prepaid Interest and Hedge Cost due from you and you will only be required to pay the difference to the Lender. For further information refer to Section 5 “The Loan Facility” and Section 13 “Loan Agreement”. If the Units

are subject to Early Maturity for any reason, if your request for Issuer Buy-Back is accepted or if you elect to exercise the Annual Walk Away Option, you will not be entitled to a refund of any Prepaid Interest and Hedge Cost payments or any other fees paid in relation to the Units. Please refer to “Loan risks” in Section 8 “Risks”. The hedge cost component of the Prepaid Interest and Hedge Cost payments is applied by the Issuer toward the costs it incurs under the Hedge Agreement.

### ANNUAL WALK AWAY OPTION

While the Units are designed for Investors to hold for the full 3-year Investment Term, they allow the Investor the annual choice to continue or discontinue the Loan at the end of each year and therefore, continue or discontinue their investment in the Units (the “Annual Walk Away Option”). An Investor may elect to exercise the Annual Walk Away Option by notifying the Issuer of their intention to do so in writing at least 14 days prior to the relevant Annual Payment Date. The Issuer will send a notice 21 days prior to the second and third Annual Payment Dates which indicates how Investors can exercise the Annual Walk Away Option. If you exercise the Annual Walk Away Option, your investment in the Units and the Loan will be terminated on the next Annual Payment Date with no Break Costs payable. As the Loan is limited recourse, Investors will not be required to pay anything beyond their interest in the Units and any assets of the relevant Investor Trust (including Coupons, Sale Monies and Delivery Assets) upon exercise of the Annual Walk Away Option. Investors will only be entitled to the Fixed Coupon due and payable at the end of each year if they have not exercised the Annual Walk Away Option. For example, if an Investor elects to exercise the Annual Walk Away Option at the end of the second year, they will not be entitled to the Fixed Coupon payable in relation to the second year (or any further Coupons or Final Value) but will not need to pay the Prepaid Interest and Hedge Cost for the final year of the Investment Term or any other amount or penalties in relation to the Loan. Please refer to “Set-off of Coupons against Prepaid Interest and Hedge Cost payments” below.

Please see the Section 5 “The Loan Facility” for further details.

### SET OFF OF COUPONS AGAINST PREPAID INTEREST AND HEDGE COST PAYMENTS

The Fixed Coupons due and payable by the Issuer at the end of the first two years of the Investment Term will be automatically set-off against the Prepaid Interest and Hedge Cost payments due and payable by the Investor on the second Annual Payment Date and third Annual Payment Date. Investors will only be required to pay the difference on the respective Annual Payment Date. If an Investor fails to pay an amount of Prepaid Interest and Hedge Cost on an Annual Payment Date, the Issuer may determine that Early Maturity is to occur.

### AVERAGING

The Units use an averaging technique, which seeks to reduce the effect of volatility of the Reference Asset Value during the first two months and during the final two months of the Investment Term on the Final Coupon per Unit. As averaging occurs over the first two months and during the last two months of the Investment Term, its effect is expected to decrease the impact of a fall (or a rise) in the value of the Reference Asset Value during that period on the value of your Units. For further information refer to Section 4.3.1 “Reference

Asset Value”, Section 4.3.2 “Averaging” and “Averaging Risk” in Section 8 “Risks”.

## ACQUIRE DELIVERY ASSETS

At Maturity, if the Loan has been repaid, the Issuer will deliver the Delivery Assets to you. If you have not repaid the Loan by the Maturity Date, you will be deemed to have elected to exercise the Agency Sale Option. For further information, refer to Section 4.4 “The Delivery Assets”, Section 6 “Maturity and Early Maturity” and “Delivery Assets” in Section 8 “Risks”.

Delivery of the Delivery Parcel relies on the Issuer meeting its obligations and the Hedge Counterparty’s ability to meet its obligations under the Hedge. A relevant factor for the assessment of counterparty risk is the financial strength of the Issuer and Hedge Counterparty. You should refer to “Counterparty risk of Issuer” in Section 8 “Risks”.

## POTENTIAL BENEFITS OF INVESTING IN THE UNITS

The Units have been designed for Investors who:

1. have a positive view of the Australian share market as measured by the S&P/ASX 200 Index over the next three years and in particular believe that the Reference Asset will increase.
2. are seeking a leveraged investment that provides exposure to the Australian share market as measured by the S&P/ASX 200 Index.
3. are not relying on the Units to produce income during the Investment Term (although the Units will pay two Fixed Coupons during the Investment Term of 5.5% of the Issue Price less the 10% Performance Fee, Investors should note that these coupons will be used to offset the Prepaid Interest and Hedge Costs payable).
4. after Maturity, would like to receive shares in a leading Australian company.
5. understand and can tolerate the risk associated with leverage and how it can impact an investment in the Units both in positive and negative market conditions (that is, by enhancing potential gains but also magnifying potential losses).
6. are looking for an investment which may be suitable for their self managed superannuation fund.
7. understand and can tolerate the risk that there is no guarantee of financial return on their investment. Investors may not recoup the total amount of Prepaid Interest and Hedge Cost and Adviser Fee (if any) paid. There is no guarantee that a Final Coupon will be paid or that the Final Value will be greater than or equal to the Issue Price per Unit or that, in the case of Early Maturity or Issuer-Buy Back, that the Early Maturity Value, Buy-Back Price or Termination Payment per Unit will be equal to the Issue Price per Unit. On exercise of the Annual Walk Away Option, Investors will not receive any amount.

## WHY THE UNITS MAY NOT SUIT ALL INVESTORS

An investment in the Units would **not be a suitable** investment for Investors who:

1. do not have a positive view of the Australian share market as measured by the S&P/ASX 200 Index over the next three years and in particular believe that the Reference Asset will

not increase during the Investment Term.

2. are seeking an unleveraged investment.
3. are unwilling to commit the Investment Amount for the full Investment Term of the Units.
4. are unwilling to pay the Prepaid Interest and Hedge Cost annually in advance each year on the Loan<sup>1</sup>.
5. are unwilling to pay the Adviser Fee (if any).
6. are unwilling to take the risk that the performance of the Units will be insufficient to recover the total Prepaid Interest and Hedge Cost payments and Adviser Fee (if any).

This list is not comprehensive and does not take into account a potential Investor’s personal needs and circumstances.

Before investing you should consider carefully the risks that relate to an investment in the Units. Please refer to Section 8 “Risks”.

**This investment carries risk. Before investing, potential investors should read this entire PDS to make sure they fully understand the risks of investing in the Units and having exposure to the Reference Asset, and speak to their financial, legal and tax advisers. This document does not take into account a potential investor’s own financial needs, investment goals or financial circumstances.**

**Investors should seek professional advice which considers their individual objectives, financial situation and needs before making any investment decision.**

<sup>1</sup> You should note that at the end of the first two years of the Investment Term, the amount of the Fixed Coupon will be set-off against the Prepaid Interest and Hedge Cost payment due and you will only be required to pay the difference.



## 3. PRODUCT SUMMARY

### 3.1 TIMELINE<sup>2</sup>

|  |   |
|--|---|
| Offer Opening Date                                     | 4 May 2016  |
| Offer Closing Date                                     | 31 May 2016   |
| Application Payment Date and First Annual Payment Date | 6 June 2016   |
| Commencement Date                                      | 15 June 2016 or as soon as reasonably practicable thereafter as determined by the Issuer  |
| Second Annual Payment Date                             | 6 June 2017   |
| Third Annual Payment Date                              | 6 June 2018   |
| Initial Averaging Dates                                | 15 June 2016, 6 July 2016, 5 August 2016  |
| Maturity Averaging Dates                               | 5 April 2019, 6 May 2019, 6 June 2019   |
| Maturity Date  | 6 June 2019   |
| Investment Term  | Approximately three years   |
| Buy-Back Dates   | Quarterly on the last Business Day of March, June, September and December commencing 2016 (or otherwise at the Issuer's discretion). Investors must lodge their Buy-Back Form no later than 10 Business Days before the relevant Buy-Back Date. Any Buy-Back Form received after this time will be rejected and Investors will be required to resubmit the Buy-Back Form at the next opportunity. |
| Settlement Date  | 10 Business Days after the Maturity Date, or such other date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the Terms  |

### 3.2 KEY INFORMATION

This section contains the details of an investment and the general terms that apply to investing in the TIS ASX 200 Investment Units Series 1. This Product Disclosure Statement provides the terms Investors agree to when investing in the TIS ASX 200 Investment Units Series 1. The Issuer recommends that you seek professional advice from your investment adviser before making an investment decision.

| About the TIS ASX 200 Investment Units Series 1        | Further Information  |
|--|--|
| <b>TIS ASX 200 Investment Units Series 1 ("Units")</b> | The individual Series Units are interests in a Deferred Purchase Agreements issued by the Issuer on the terms contained in this PDS. The Units are designed to deliver at the Settlement Date a Delivery Parcel, which has a value equivalent to the Final Value at the Maturity Date. |
| <b>Issuer</b>  | Tailored Investment Solutions Pty Ltd (ACN 169 320 905) ("TIS")  |
| <b>Arranger</b>  | Valuestream Investment Management Ltd (ACN 094 107 034, AFSL 246621)   |
| <b>Registrar</b>                                       | Link Market Services Limited (ACN 083 214 537)   |
| <b>Issue Price</b>                                     | A\$1.00 per Unit.  |
| <b>Listing</b>   | The Units will not be listed or displayed on any securities exchange.  |
| <b>Currency</b>  | Australian dollars.  |
| <b>Minimum Investment Amount</b>                       | 100,000 Units per Series or \$100,000 per Series (and thereafter in multiples of 1,000 Units or \$1,000) <sup>3</sup> .  |

<sup>2</sup> This Timeline is indicative only. The Issuer may, in its discretion, extend or shorten the Offer Period without prior notice. If this happens, the Commencement Date and one or more consequential dates for the Series may vary. The Issuer may also defer the Commencement Date, in which case the Initial Averaging Dates, Maturity Date, Maturity Averaging Dates, Annual Payment Dates and other consequential dates for the Series may vary. If the Issuer varies the Offer Period or the Commencement Date it will post a notice on the website informing applicants of the change at [www.tailoredinvestmentsolutions.com.au](http://www.tailoredinvestmentsolutions.com.au). If a date set out in the table above is not a Business Day, then the relevant date will be the next following Business Day.

\*Applications and issue of Units

Applications may be accepted or rejected at the discretion of the Issuer. Units will be issued within one month upon receipt of an Application from an Investor. The Unit's economic exposure to the Reference Asset will begin on the Commencement Date. If a Unit is issued prior to the Commencement Date it will have no economic exposure until the Commencement Date.

The TIS ASX200 Investment Units Series 1 will only be issued at the discretion of the Issuer, and applications may be accepted or rejected at the discretion of the Issuer. Without limiting its discretion, the Issuer may choose not to proceed with the issue of the Units and terminate the product for those Units already issued if the Minimum Total Subscriptions are not met or there is a significant change in the Issuer's cost of hedging between the date of this PDS and the Commencement Date. If a decision is made for any reason not to issue, or not to proceed with the issue of the TIS ASX200 Investment Units Series 1 the Issuer will return the first Prepaid Interest and Hedge Cost payment and Adviser Fee (if any) to applicants (without interest) within 10 Business Days of the scheduled Commencement Date and any Units already issued will be terminated.

The Units may mature early in the case of an Early Maturity Event or Issuer Buy-Back, and the Maturity Date may be extended in the case of a Market Disruption Event. Investors may also elect to exercise the Annual Walk Away Option.

<sup>3</sup> The Issuer retains the discretion to lower the Minimum Investment Amount at any time for one or more applicants as it sees fit.

|                                      |   |  |
|--------------------------------------|---|--|
| <b>Minimum Buy-Back Amount</b>       | 100,000 Units providing Investors continue to hold at least 100,000 Units. In the event that an Investor makes an Issuer Buy-Back Request which would result in the Investor holding less than 100,000 Units, then the Issuer will notify the Investor that it will hold less than 100,000 Units and seek the Investors' instruction whether to buy back the Investors' entire holding or reject the request.   |  |
| <b>Beneficial Interest</b>           | The beneficial and legal interest in a Portion of the Delivery Asset held for each Unit that an Investor holds. The beneficial and legal interest will be set out in the Confirmation Notice sent to Investors and is a feature of the product designed to ensure the Units are a "security" under the Corporations Act. The beneficial interest in the Portion of the Delivery Assets will be held for Investors by Valuestream as the Arranger of the Offer.  |  |
| <b>Adviser Fee</b>                   | Agreed between an Investor and their adviser (if any) as specified in the Application Form.   |  |
| <b>Performance Fee</b>               | 10% of the amount of the Coupon that would otherwise be payable   |  |
| <b>Reference Asset</b>               | The Reference Asset is the S&P/ASX 200 Price Return Index (ASX CODE: XJO). Further information can be found at <a href="http://www.asx.com.au">www.asx.com.au</a> .   | Section 4.3 "The Reference Asset"  |
| <b>Reference Asset Value</b>         | The Reference Asset Value is calculated by reference to the change in the Reference Asset Level from the Commencement Date to the Reference Asset Level on the relevant Scheduled Business Day. For more information on how the Reference Asset Value is calculated please refer to Section 15 "Formulae and Calculation Table".  |  |
| <b>Index Sponsors</b>                | S&P Dow Jones Indices LLC or its affiliates and ASX Operations Pty Ltd or any of their third party licensors being the Index Sponsors for the S&P/ASX 200 Index   |  |
| <b>Reference Asset Closing Price</b> | The S&P/ASX 200 Index level published at the close of trading on the ASX on any Business Day on which the ASX is open for trading.  |  |
| <b>Returns on the Units</b>          |   |  |
| <b>Coupons</b>                       | <p>At the end of each of the first two years of the Investment Term, the Units will pay a Fixed Coupon of 5.5% of the Issue Price per Unit (less the 10% performance fee).</p> <p>You also have the potential to receive a Final Coupon at Maturity. The amount of the Final Coupon is equal to any increase in the Reference Asset Value over the full Investment Term (subject to averaging) greater than the Gross First Coupon and Gross Second Coupon, less any Performance Fee payable in respect of the Final Coupon. The Final Coupon is calculated on the Maturity Date.</p> <p>The Final Coupon is not guaranteed. Please refer to Section 8 "Risks" for further information on the risk factors which could impact on the payment of the Coupons.</p> <p>Payment of the Coupons relies on the Issuer meeting its obligations. The payment of the Final Coupon also relies on the Hedge Counterparty's ability to meet their obligations under the Hedge. A relevant factor for the assessment of counterparty risk is the financial strength of the Issuer and Hedge Counterparty. You should refer to "Counterparty risk of Issuer" in Section 8 "Risks".</p> <p>If you fail to pay an amount of Prepaid Interest and Hedge Cost when due the Units may be subject to Early Maturity.</p> | <p>Section 4.1.2 "Coupon payments"</p> <p>Section 7 "Worked Examples"</p> <p>Section 15 "Formulae and Calculation Table"</p>                             |
| <b>Final Coupon</b>                  | <p>The Final Coupon per Unit is determined on the Maturity Date in accordance with the following formula:</p> $\text{Final Coupon} = 90\% \times \$1.00 \times (\text{Max } [0, ((\text{Final Reference Asset Value} / \text{Initial Reference Asset Value} - 1) - \text{Gross First Coupon} - \text{Gross Second Coupon})])$ <p>The 90% in the above formula for the Final Coupon has the effect of reducing the Gross Final Coupon by the amount of the Performance Fee. The Performance Fee is 10% of the amount that would otherwise be payable.</p> <p>Payment of the Final Coupon relies on the Issuer meeting its obligations. A relevant factor for the assessment of counterparty risk is the financial strength of the Issuer. You should refer to "Counterparty risk of Issuer" in Section 8 "Risks".</p>  | <p>Please refer to Section 4.1.1 "The Final Value at Maturity"</p> <p>Section 7 "Worked Examples"</p> <p>Section 15 "Formulae and Calculation Table"</p> |

| <b>Maturity</b>                                     |   |   |
|---|---|---|
| <b>Final Value</b>                                  | <p>The Final Value per Unit is determined in accordance with the following formula:<br/> <math display="block">\text{Final Value} = \\$1.00 \times (\text{Final Reference Asset Value} / \text{Initial Reference Asset Value}) - \text{Gross First Coupon} - \text{Gross Second Coupon} - \text{Gross Final Coupon}</math> </p> <p>There is no minimum Final Value and the Final Value on the Maturity Date may be less than the Issue Price per Unit. The Final Value will be less than the Issue Price if there has not been an increase in the Final Reference Asset Value above the Initial Reference Asset Value greater than the Gross Coupons. Where the Reference Asset Value has remained constant or declined over this period, or has not increased by more than the Gross Coupons, the Final Value per Unit will be less than the Issue Price and may be zero.</p>  | Please refer to Section 4.1.1 “The Final Value at Maturity”   |
| <b>Delivery Parcel</b>                              | <p>On Maturity, the Issuer intends to deliver a parcel equal in value to the Final Value per Unit containing ordinary shares in Telstra Corporation (ASX Code: TLS, website: www.telstra.com.au) (“Delivery Asset”).</p> <p>In the event the above company is no longer listed on the ASX, is suspended from trading or otherwise unable to be delivered, the Issuer shall either delay delivery or select a replacement company which is listed on the ASX and which is a constituent of the S&amp;P/ASX 200 Index.</p> <p>The performance of Units is not directly affected by the performance of the security comprising the Delivery Asset up to the Maturity Date, but after the Maturity Date, the value of the security will be determined by the price of the Delivery Asset as traded on the ASX.</p> <p>You should be aware that the Issuer can change, substitute or delay delivery of the Delivery Asset in certain circumstances, and you should take this into account when considering whether to invest in the Units.</p> | Section 4.7 “The Delivery Assets”<br>Clause 4.7 “Substitution of Delivery Assets” and clause 6.1 “Adjustment Events” in Section 12 “Terms of the Deferred Purchase Agreement” |
| <b>Agency Sale Option</b>                           | After Maturity the Delivery Assets are transferred to Investors or sold on their behalf if they request to use (or are deemed to have elected to use) the Agency Sale Option.   | Section 6 “Maturity and Early Maturity”   |
| <b>Early Maturity Events &amp; Issuer Buy- Back</b> | The Tailored Investment Solutions ASX 200 Investment Units Series 1 may mature early if an Early Maturity Event occurs or if an Investor requests (and the Issuer accepts) an Issuer Buy-Back.  | Section 6 “Maturity and Early Maturity”<br>Clause 5 “Early Maturity” of the Terms in the PDS.   |

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| <b>Annual Walk Away Option</b>       | <p>The Investor has the annual choice to continue or discontinue the Loan at the end of each year and therefore, continue or discontinue their investment in the Units (the “Annual Walk Away Option”). An Investor may elect to exercise the Annual Walk Away Option by notifying the Issuer of their intention in writing at least 14 days prior to the relevant Annual Payment Date. The Issuer will send a notice 21 days prior to the second and third Annual Payment Dates which indicates how Investors can exercise the Annual Walk Away Option.</p> <p>If you exercise the Annual Walk Away Option, your investment in the Units and the Loan will be terminated on the next Annual Payment Date with no Break Costs payable. However, Investors will only be entitled to the Fixed Coupon due and payable at the end of each year if they have not exercised the Annual Walk Away Option. For example, if an Investor elects to exercise the Annual Walk Away Option at the end of the second year, they will not be entitled to the Fixed Coupon payable in relation to the second year (or any further Coupons or Final Value) but will not need to pay the Prepaid Interest and Hedge Cost for the final year of the Investment Term or any other amount or penalties in relation to the Loan.</p>  | Section 6<br>“Maturity and Early Maturity”                   |
| <b>Business Day</b>                  | As defined in Section 14 “Definitions” in this PDS. If something is to be done on a day that is not a Business Day, then it will be completed on the next Business Day.  |  |
| <b>Scheduled Business Day</b>        | As defined in Section 14 “Definitions” in this PDS.  |  |
| <b>Loan</b>                          |  |  |
| <b>Lender</b>                        | Tailored Investment Solutions Pty Ltd (ACN 169 320 905)  |  |
| <b>Loan</b>                          | Investors are required to apply for a loan from the Lender to fund 100% of the Issue Price per Unit on the Commencement Date.  | Section 5 “The Loan Facility”<br>Section 13 “Loan Agreement” |
| <b>Limited Recourse Loan</b>         | <p>The Loan is limited recourse to an Investor’s interest in the Units and any assets of the relevant Investor Trust (including any Coupons, Delivery Assets or Sale Monies). Because the Loan is limited recourse, once an Investor has paid their Prepaid Interest and Hedge Cost payment and Adviser Fee (if any), even if the return on the Units is insufficient to repay the Loan Amount, the Lender cannot take action against the Investor to recover any amount beyond the Investor’s interest in the Units and any assets of the relevant Investor Trust (including Coupons, Sale Monies or Delivery Assets) through the enforcement of the relevant Investor Security Deed. This remains the case regardless of whether an election to use the Annual Walk Away Option, or Early Maturity, or Issuer Buy-Back has occurred.</p> <p>Each Investor’s Units will be issued to, and held by the Custodian in a separate trust for each Unit (an “Investor Trust”) under the terms of the Custody Deed to secure amounts owing under the Loan Agreement. The Custodian grants a Security Interest over each Investor Trust in favour of the Lender. The Custodian holds the Units on the Investor’s behalf subject to the Security Interest under the Investor Security Deed. An Investor therefore acquires their Units subject to the Security Interest under the Investor Security Deed until their obligations under the Loan are satisfied in full. Please see the description of the Investor Security Deed and Custody Deed in sections 11.4 &amp; 11.5 of this PDS for further information.</p> <p>Subject to their right to exercise the Annual Walk Away Option, Investors are required to prepay their interest on the Loan Amount yearly (along with the prepaid Hedge Costs), on the Annual Payment Dates as set out in the Timetable. Investors should note that there is no guarantee that returns on the Units will exceed the amount of Prepaid Interest and Hedge Costs and the Adviser Fee (if any) paid.</p> | Section 5 “The Loan Facility”                                |
| <b>Loan Amount (and Issue Price)</b> | \$1.00 per Unit on the Commencement Date.  | Section 5 “The Loan Facility”                                |



|  |   |   |
|--|---|---|
| <b>Minimum Loan Amount</b>             | \$100,000 per Series and thereafter in multiples of \$1,000 per Series.   | Section 5 “The Loan Facility”   |
| <b>Prepaid Interest and Hedge Cost</b> | <p>The interest rate in respect of the Loan is 4.95% p.a. The Hedge Cost is 2.2% p.a. of the Total Investment Amount.</p> <p>The Prepaid Interest and Hedge Cost per Unit in respect of each Annual Payment Date is calculated as follows:</p> <p>Prepaid Interest: 4.95% p.a. x \$1.00 = \$0.0495 per year, per Unit</p> <p>Prepaid Hedge Costs: 2.2% p.a. x \$1.00 = \$0.022 per year, per Unit</p> <p>The total Prepaid Interest and Hedge Cost for each unit per annum is \$0.0715.</p> <p>The Prepaid Interest and Hedge Costs on the Loan must be prepaid annually in advance. The Prepaid Interest and Hedge Cost for the first year and the Adviser Fee (if any) must be received by the Issuer in cleared funds by the Application Payment Date.</p> <p>At the end of the first year and second year of the Investment Term, the amount of the Fixed Coupon payable to you will be set-off against the Prepaid Interest and Hedge Cost due from you and you will only be required to pay the difference. This amount will be direct debited from the account nominated on your Application Form on or after the relevant Annual Payment Date.</p> <p>Investors must provide direct debit details by the Offer Closing Date with their Application. You must ensure that you have sufficient funds in your nominated account to meet your interest obligations during the Investment Term.</p> <p>Failure to do so constitutes an event of default under the terms of the Loan and gives the Lender the right to determine that Early Maturity will take place in relation to your Units. As the Loan is a limited recourse Loan, the Lender cannot take action against the Investors to recover any amount beyond the Investor’s interest in the Units and any assets of the relevant Investor Trust (including without limitation, any Coupons, corresponding Delivery Assets or Sale Monies). If Early Maturity occurs following an Investors’ failure to pay an amount of Prepaid Interest and Hedge Cost, the Investor will not be entitled to any Coupon payable on or after the occurrence of the Early Maturity Event.</p> <p>Direct debit fail fees of \$50 per transaction may also apply if your direct debit fails.</p> | <p>Section 6.2 “Prepaid Interest and Hedge Cost on the Loan”</p> <p>Section 8 “Risks” in relation to Break Costs</p>  |
| <b>Repayment of Loan</b>               | <p>You must repay the Loan on or prior to the Maturity Date. If you do not repay the Loan on or prior to the Maturity Date, you will be deemed to have elected the Agency Sale Option, you will assign all of your rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to authorise and direct the Issuer to hold the Delivery Parcel on your behalf and to authorise the arranger to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies to repay your Loan. Any surplus will be paid to you.</p> <p><b>It is recommended that Investors should not invest for less than the full Investment Term of the Units.</b></p>  | <p>Section 5.3 “Repayment of the Loan”</p> <p>Section 5.4 “Repayment of Loan on Early Maturity or an Issuer Buy-Back”</p>   |
| <b>Fees and costs</b>                  |   |   |
| <b>Fee</b>                             | Amount paid by Investor   |   |
| <b>Adviser Fee</b>                     | <p>As agreed between an Investor and their financial adviser and specified on their Application Form</p>  | <p>If you agree to pay an upfront fee to your adviser for financial product advice given by them to you in relation to your investment in the Units (“Adviser Fee”), you should insert the agreed amount of the Adviser Fee payable on the Application Form.</p> <p>By signing the Application Form you irrevocably authorise the Issuer to collect the Adviser Fee (if any) specified on your Application Form at the same time as the other payments are paid by cheque or direct debited and irrevocably direct the Issuer to pay the Adviser Fee (if any) to your adviser on your behalf.</p> |

|                        |   |  |
|------------------------|---|--|
| <b>Performance Fee</b> | 10% of the amount of the Coupon otherwise payable | The Issuer receives Performance Fees which are 10% of the amount of any Coupons. The Performance Fee (if any) is deducted from each Coupon (including the Final Coupon) (if any) payable to Investors and the net amount of the Coupon (if any) is paid to Investors.<br><br>If following an Investor requested Issuer Buy-Back which is accepted by the Issuer, the Buy-Back Price per Unit is greater than the Issue Price per Unit, then 10% of the excess will be charged by the Issuer and retained as a Performance Fee. |
|------------------------|---|--|

**Other fees and costs**

**Goods and Services Tax (“GST”)** Fees and costs in this section are stated inclusive of any GST (unless stated otherwise).

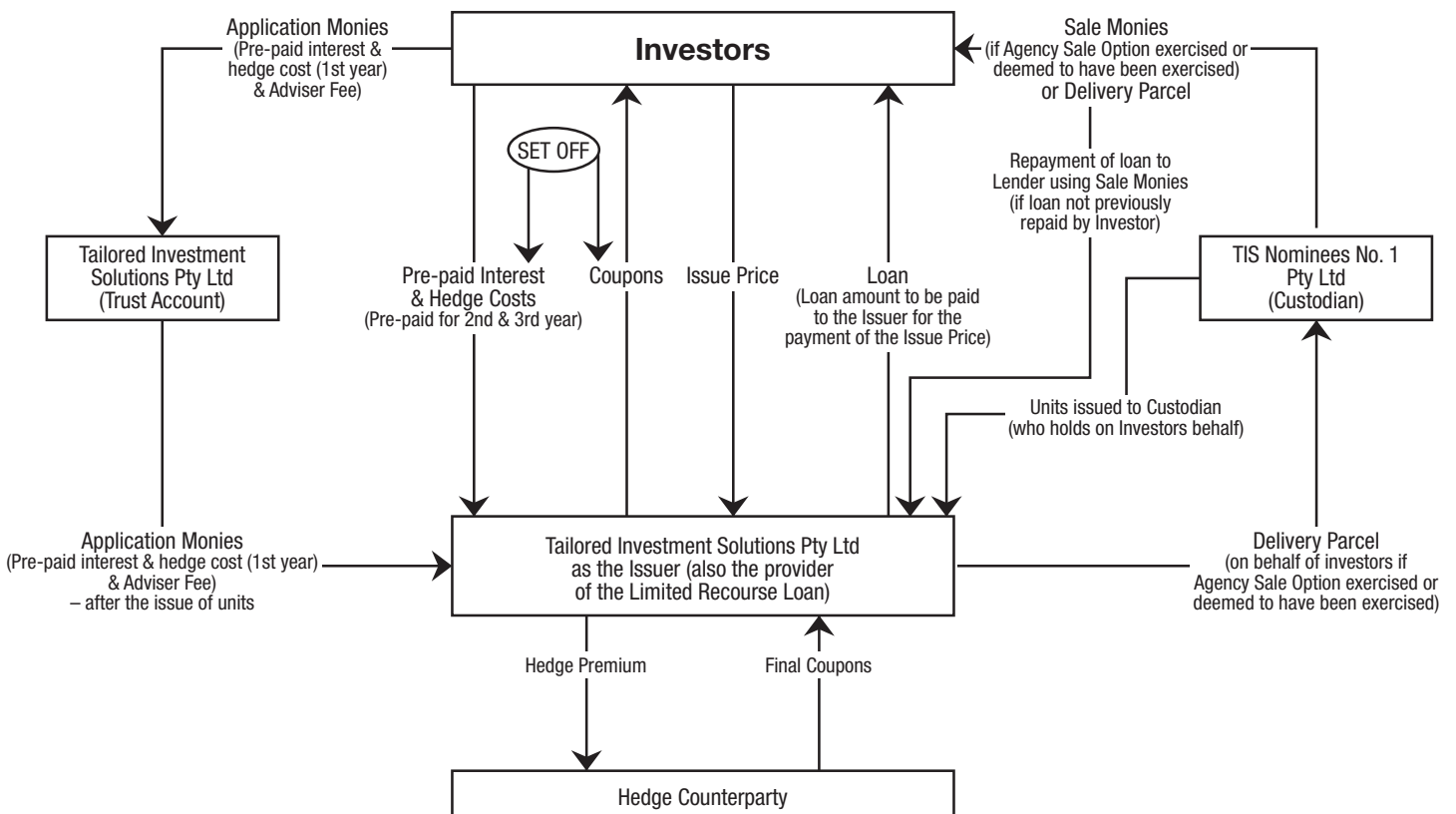
**Income earned by Issuer** The Issuer may earn income and profit from its management of the underlying risk associated with the Units, which does not impact the return on an investment in the Units and is not charged as a fee.

**Transaction Flows**

In order to invest in the Units, Investors must pay the first year’s Prepaid Interest and Hedge Cost and Adviser Fee (if any) and then ensure that sufficient funds are in their account for subsequent years Prepaid Interest and Hedge Costs, less the set-off Coupon, to be direct debited on the relevant Annual Payment Date. The Loan Amount is applied to pay the Issue Price of the Units purchased and the Units are issued to the Investor.

Payments and deliveries to Investors at Maturity, being the Final Coupon (if payable) and delivery of Delivery Parcel are owed to the Issuer from the Hedge Counterparty under the Hedge Agreement.

The diagram below represents the transaction flow between the relevant parties.



For further information on the Hedge Agreement, please refer to “Counterparty risk of the Issuer” under “Key Risks” in Section 3.2 “Key Information” and in Section 8 “Risks” of the PDS. For more detail on the maturity processes, including the Agency Sale Option, please refer to Section 6 “Maturity and Early Maturity” of the PDS.

## Key Risks

Some of the significant risks associated with investing in the Units are outlined below. Further information on the above listed risks as well as other significant risks and other risks which may be applicable to investing in the Units are outlined in Section 8 “Risks”. Investors should ensure that they have closely read Section 8 “Risks” of the PDS before investing in the Units.

- **Prepaid Interest and Hedge Cost and Adviser Fee (if any)** – There is no guarantee that the Units will generate returns in excess of the total Prepaid Interest and Hedge Cost amounts paid and the Adviser Fee (if any). Additionally, in the event of an Investor requested Issuer Buy-Back, exercise of the Annual Walk Away Option, an Early Maturity Event or if you elect to repay your Loan prior to the Maturity Date, you will not receive a refund of any Prepaid Interest and Hedge Cost or the Adviser Fee (if any);
- **Coupons** – There are two Fixed Coupons of 5.5% of the Issue Price per Unit payable at the end of each of the first two years of the Investment Term (less the 10% Performance Fee). The payment of the Final Coupon (if any) at Maturity is not guaranteed and depends on the performance of the Reference Asset Value, the amount of the First Coupon and Second Coupon. There will be no Final Coupon if there has not been an increase in the Reference Asset Value (subject to averaging) greater than the Gross First Coupon and Gross Second Coupon over the full Investment Term.
- **Annual Prepaid Interest and Hedge Cost payments** – The interest and hedge cost for each year of the Investment Term is prepaid annually in advance. The first years’ Prepaid Interest and Hedge Cost is paid with the Adviser Fee (if any) prior to the issue of Units. At the end of each of the first two years of the Investment Term, the amount of the Fixed Coupon payable to you will be set-off against the second and third Prepaid Interest and Hedge Cost payments respectively and you will only be required to pay the difference. The Prepaid Interest and Hedge Cost less the Fixed Coupon will be direct debited from your account on or after the relevant Annual Payment Date (unless you have elected to use the Annual Walk Away Option). If there are insufficient funds and any part of the Prepaid Interest and Hedge Cost for the relevant year is not paid this is an event of default under the terms of the Loan and gives the Issuer the right to determine that an Early Maturity Event has occurred. To the extent that the Loan Amount has not been fully repaid, the Issuer will apply any Sale Monies or Termination Payment against the outstanding Loan Amount. The Loan is limited recourse to an Investor’s interest in the Units (including any Coupons, Delivery Assets or Sale Monies). Because the Loan is limited recourse, once an Investor has paid their Prepaid Interest and Hedge Cost and the Adviser Fee (if any), even if the return on the Units is insufficient to repay the Loan Amount the Lender cannot take action against the Investor to recover any amount beyond the Investor’s interest in the Units and any assets of the relevant Investor Trust through the enforcement of the relevant Investor Security Deed. This remains the case regardless of whether an election to use the Annual Walk Away Option, or Early Maturity, or Issuer Buy-Back has occurred. However, following exercise of the Annual Walk Away Option, Early Maturity or Issuer Buy-Back Investors’ Units will be terminated and they will not receive any Coupons or Final Value. Direct debit fail fees of \$50 per transaction may also apply if your direct debit fails.
- **Early Maturity** – The Units may mature early following an Early Maturity Event (including as a result of an Adjustment Event or Market Disruption Event) or if your request for Issuer Buy-Back is accepted. Investors may also elect to exercise the Annual Walk Away Option. If the Units are subject to Early Maturity for any reason, you will not be entitled to a refund of any Prepaid Interest and Hedge Cost and Adviser Fee (if any) paid in relation to the. Since the Loan is limited recourse to an Investors’ interest in the Units, once an Investor has paid their Prepaid Interest and Hedge Cost and Adviser Fee (if any) even if the return on the Units is insufficient to repay the Loan Amount the Lender cannot take action against the Investor to recover any amount beyond the Investor’s interest in the Units and any assets of the relevant Investor Trust through the enforcement of the relevant Investor Security Deed. This remains the case regardless of whether an election to exercise the Annual Walk Away Option, or Early Maturity, or Issuer Buy-Back has occurred.

- **Leverage Risk** – Gains (and losses) may be magnified by the use of a 100% Loan. However, note that the Loan is a limited recourse Loan. Investors are not able to recover any Prepaid Interest and Hedge Costs or Adviser Fee (if any) paid in the event of an Investor requested Issuer Buy-Back, Early Maturity, if an Investor elects to exercise the Annual Walk Away Option or if the Loan is repaid early for any reason.
- **Performance of the Reference Asset** – The Reference Asset (the S&P/ASX 200 Index) may not perform well. This may be caused by a number of factors, including global, country, industry or asset specific factors.
- **Withdrawals and liquidity risk** – There is no established market for the Units. Investors may not be able to realise their investment prior to the Maturity Date. The Issuer has the right to accept or reject redemptions in its absolute discretion. Generally, the Issuer would only reject or defer an Issuer Buy-Back request if it is unable to adequately unwind its hedging arrangements.
- **Counterparty risk of Issuer** – If the Issuer goes into liquidation or receivership or statutory management or is otherwise unable to meet its debts as they fall due, the Investor could receive none, or only some, of the amount invested. The Issuer is a special purpose vehicle established to issue Deferred Purchase Agreements and other structured products.  
The Issuer will enter into the Hedge Agreements with the relevant Hedge Counterparties. Therefore, a relevant factor for the assessment of counterparty risk relevant to the Units is the financial strength of the Issuer and the relevant Hedge Counterparty (as Investors will have credit exposure to the creditworthiness of the Hedge Counterparty through the relevant Hedge).  
The Issuer will ensure that all Hedge Counterparties have a credit rating of at least investment grade.  
A credit rating of investment grade is a medium to high credit rating, and is generally accepted to mean that there is relatively low to moderate credit risk associated with the entity or obligation being rated. Investors should note that a credit rating is merely an opinion by a credit rating agency as to the likelihood of the entity or obligations being rated experiencing an event of default. It is not a recommendation or opinion in relation to the particular Hedge Agreement or the Units, and investors should not rely on the credit rating in making a decision to buy, sell or hold the Units.  
Prior to the Settlement Date, the Issuer may receive a payment from the Hedge Counterparty which will be used to pay the Final Coupon owing to Investors.  
The Delivery Assets received from the Hedge Counterparty or, in the case that cash was received from the Hedge Counterparty, Delivery Assets purchased with this cash, can be delivered to Investors in accordance with the PDS.  
If the Issuer defaults under the DPA of a Series, this may also be a default under the Hedge (for example, if the Issuer is insolvent). If this is the case, the Hedge Counterparty will have the right (but not the obligation) to terminate the Hedge and calculate the termination value of the Hedge. This termination value may be significantly less than the Issue Price and may be zero. This means that Investors may receive zero and lose their Prepaid Interest and Hedge Costs, Performance Fees, Adviser Fee (if any) and any other fees paid.
- **Default under the Hedge or Hedge Agreement** – There is a risk that an early termination event or other type of event will occur under the Hedge Agreement resulting in the Hedge Agreement being terminated early. In these circumstances, the Issuer may receive substantially less than anticipated in relation to the Hedge Agreement. This will likely result in an Early Maturity Event or an Adjustment Event under the Terms.
- **Custodian risk** – The Custodian is a related party to the Issuer. The Custodian holds assets (including the Units, Coupons, and Delivery Assets) on behalf of Investors. There is a risk that the Custodian may be unable to perform its obligations under the Custody Deed and that Investors may not receive the Sale Monies, Delivery Assets or other amounts or assets due to them when due under the Terms. The Custodian may resign or be removed. No resignation or removal of the Custodian takes effect until a successor Custodian has been appointed.



- **Cross-Default under the Hedge for another Series** – There is a separate Hedge for each Series and, except in the case of an insolvency event, the right to set off and net payments applies separately to the Hedge for each Series. However, if there is an insolvency event (in relation to either the Issuer or the Hedge Counterparty) under a Hedge, then the Hedges for all Series may terminate and the relevant Hedge Counterparty and the Issuer will have the right to set off and net the amounts payable on termination across the Hedges for all Series (where the Hedge Counterparty is the counterparty). The Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge.

The Issuer may have a number of different Hedges (i.e. for a number of different Series) with one Hedge Counterparty. In this case, if the Issuer defaults under one of the Hedges only and the relevant default is a default under the other Hedges with that Hedge Counterparty, the Hedge Counterparty has the ability to elect whether to terminate all the outstanding Hedges, or whether to suspend any payment or delivery obligations the Hedge Counterparty owes. Although the Hedge Counterparty cannot net across all the Hedges (unless the Issuer is insolvent), the early termination or payment suspension of all Hedges outstanding with that Hedge Counterparty may adversely impact the return Investors in those affected Series may receive. The Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge, which will reduce the risk of such cross default. Similarly, if the Hedge Counterparty defaults under one Hedge only, the Issuer has the ability to elect to terminate all outstanding Hedges with that Hedge Counterparty or suspend its obligations to the Hedge Counterparty.

- **Tax Neutrality.** Any tax liabilities incurred by the Issuer could impair the Issuer's ability to satisfy its obligations under the Units. As at the date of this PDS, the Issuer expects that it will be in a position to pay all tax debts as and when they fall due, without adversely affecting the Issuer's ability to satisfy its obligations under the Units.
- **Recourse by Investors is limited to each Series.** Investors are limited in their recourse against the Issuer (for example, if the Issuer defaults under the Units or the PDS) to only the amounts recovered or recoverable under the Hedge Agreement corresponding to their Series of DPA. Otherwise, Investors have no recourse to the Issuer personally, and cannot claim any amounts greater than the Final Value plus any Coupons that were, or could have been due and owing.

## Taxation

Section 10 "Taxation" provides a general summary of the main Australian income tax, GST and stamp duty implications arising for Investors in the Units. Investors should consider taxation matters and seek their own professional taxation advice that considers their personal needs and circumstances.

## 4. THE OFFER

The Units offer the following features:

- two Fixed Coupon payments of 5.5% of the Issue Price per Unit at the end of each of the first two years of the Investment Term (less the 10% Performance Fee). The amount of these Coupons is fixed regardless of the performance of the Reference Asset;
- a potential Final Coupon at Maturity of the investment. The amount of the Final Coupon is equal to any increase in the Reference Asset Value over the full Investment Term (subject to averaging) that is greater than the sum of the Gross First Coupon and Gross Second Coupon;
- the delivery of shares in a leading Australian company (the “Delivery Assets”) at the Maturity Date calculated by reference to the Final Value; and
- a compulsory 100% Loan to fund your Investment Amount.

Investors can request for the Issuer (or its nominees) to sell or procure the sale of the Delivery Assets on their behalf and receive the cash Sale Monies (which includes a deduction for any Delivery Costs) (the “Agency Sale Option”).

Applicants will enter into a 100% Loan with the Lender and the Loan Amount will be applied to pay the Issue Price of the Units. Applicants will pay the first year’s Prepaid Interest and Hedge Cost and Adviser Fee (if any) prior to the Application Payment Date and subsequent years Prepaid Interest and Hedge Cost Date as per the schedule in Section 3.1 “Timeline”. Investors must repay their Loan on or prior to Maturity.

If the Investor has not repaid their Loan on or prior to the Maturity Date they will be deemed to have exercised the Agency Sale Option. Investors will assign all of their rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of their obligations under the Loan Agreement on their behalf. The Investor will be deemed to direct the Issuer (either itself or through a nominee) to hold the Delivery Parcel on their behalf and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for any Delivery Costs) to repay the Loan Amount. Any surplus is paid to the Investor.

### 4.1 RETURNS ON THE UNITS

#### 4.1.1 THE FINAL VALUE AT MATURITY

If you hold your Units until Maturity, the value of your Units used to determine the Delivery Parcel, will be the Final Value.

The Final Value is determined on the Maturity Date, and will be the Notional Exposure per Unit multiplied by the increase in the Reference Asset Value (subject to averaging) over the Investment Term, less the Gross Coupons. There is no minimum Final Value and the Final Value on the Maturity Date could be less than the Issue Price per Unit. Please refer to Section 3.2 “Key Information” for the Final Value formula. The Final Value per Unit at Maturity is calculated taking into consideration the following:

- the Notional Exposure per Unit;
- the Gross Coupons; and
- the Final Reference Asset Value, relative to the Initial Reference Asset Value.

The Final Value per Unit is determined in accordance with the following formula:

$$\text{Final Value} = \$1.00 \times (\text{Final Reference Asset Value/Initial Reference Asset Value}) - \text{Gross First Coupon} - \text{Gross Second Coupon} - \text{Gross Final Coupon}$$

More detail about each of these product features is set out below. Please also refer to Section 7 “Worked Examples” of this PDS for worked examples including the calculation of the Final Value.

The Final Value will be less than the Issue Price per Unit if there has not been an increase in the Reference Asset Value (subject to averaging) above the Initial Reference Asset Value greater than the Gross Coupons. Where the Reference Asset Value has remained constant or declined over this period, or has not increased by more than the Gross Coupons, the Final Value per Unit will be less than the Issue Price per Unit, and Investors will receive nothing on Maturity following repayment of the Loan.

#### 4.1.2 COUPON PAYMENTS

Investors will receive two Fixed Coupon payments of 5.5% of the Issue Price per Unit at the end of each of the first two years of the Investment Term (less the 10% Performance Fee).

Investors also have the potential to receive a Final Coupon at the end of the Investment Term.

The First Coupon and Second Coupon will be paid at the end of the first and second years of the Investment Term and will be \$0.055 per Unit (i.e. 5.5% of the Issue Price per Unit). A Performance Fee of \$0.0055 per Unit (i.e. 0.55% of the Issue Price per Unit, or 10% of the Coupon payment) will be payable to the Issuer at the time of payment of the First Coupon and Second Coupon.

The Final Coupon will be paid at the end of the third year of the Investment Term, will be equal to any increase in the Reference Asset Value over the full Investment Term (subject to averaging) that is greater than the Gross First Coupon and Gross Second Coupon. The Final Coupon is calculated on the Maturity Date.

The Performance Fee in relation to the Final Coupon will be 10% of the amount which would otherwise have been payable as the Final Coupon if no Performance Fee was deducted. There will be no Final Coupon if there has not been an increase in the Reference Asset Value (subject to averaging) greater than the First Coupon and the Second Coupon plus the Performance Fees payable in respect of those Coupons over the full Investment Term. Where the Reference Asset Value has not increased by this amount, has remained constant or declined over this period, there will be no Final Coupon paid.

Please refer to the Formula and Calculation Table in Section 15 “Formulae and Calculation Table” for the Coupon formula.

The First Coupon and Second Coupon are payable by the Issuer to Investors on the First Annual Payment Date and the Second Annual Payment Dates, but will be set off against the Prepaid Interest and Hedge Cost payments due for the following years of the Investment Term and Investors will only be required to pay the difference on the relevant Annual Payment Date. No set-off occurs in relation to the Final Coupon as no further Prepaid Interest and Hedge Cost amounts are payable by the Investor. The Final Coupon will be paid to Investors on the Settlement Date.

Payment of the Coupons (where due) relies on the Issuer meeting its obligations. The payment of the Final Coupon also relies on the Hedge Counterparty’s ability to meet their obligations under the Hedge. A relevant factor for the

assessment of counterparty risk is the financial strength of the Issuer and Hedge Counterparty. You should refer to “Counterparty risk of Issuer” in Section 8 “Risks”.

## 4.2 REFERENCE ASSET VALUE

The Reference Asset Value is calculated by reference to the change in the Reference Asset Level from the Commencement Date to the Reference Asset Level on the relevant Scheduled Business Day. For more information on how the Reference Asset Value is calculated please refer to Section 15 “Formulae and Calculation Table”.

## 4.3 THE REFERENCE ASSET

### 4.3.1 THE S&P/ASX 200 PRICE RETURN INDEX

The S&P/ASX 200 Index is considered to be Australia’s premier index for measuring the performance of Australia’s largest 200 companies based on market capitalisation.

Eligibility for inclusion in the S&P/ASX 200 Index is determined from listed shares and is based on market capitalisation and liquidity. If a share is removed it will be replaced by another that meets the eligibility requirements.

For more information on the S&P/ASX 200 Index please visit [www.asx.com.au](http://www.asx.com.au) or [www.standardandpoors.com](http://www.standardandpoors.com)

### 4.3.2 AVERAGING

In calculating the Final Coupon and the Final Value, averaging is applied to the Reference Asset Value at the beginning of the Investment Term and towards Maturity to manage the risk of volatility. The change in the Reference Asset Value used to calculate the Final Value and the Final Coupon (if any) is based on a starting Reference Asset Value averaged on the three Initial Averaging Dates (the “Initial Reference Asset Value”) and an ending Reference Asset Value averaged over the three Maturity Averaging Dates (the “Final Reference Asset Value”). Averaging is designed to decrease the impact of a fall in the Reference Asset Value over the relevant averaging periods, however, it may also decrease the impact of a rise in Reference Asset Value over these periods. Please refer to “Averaging risk” in Section 8 “Risks” for more information.

### *Performance Fees*

A Performance Fee of 0.055% of the Issue Price per Unit is payable to the Issuer at the end of each of the first two years of the Investment Term. This represents 10% of the amount which would otherwise have been payable by the Issuer to Investors as part of a Coupon had the Performance Fee not been deducted. The amount of the Final Coupon (if any) will also be reduced by an amount on account of a Performance Fee. The amount of the Performance Fee on the Final Coupon will be 10% of the amount which would otherwise have been payable had the Performance Fee not been deducted. Investors should also note that in calculating the Final Coupon, the amount of the First Coupon and Second Coupon and the Performance Fees payable in relation to those Coupons will be deducted from the overall performance of the Reference Asset Value.

## 4.4 THE DELIVERY ASSET(S)

At Maturity of the Units Investors are required to repay the Loan and on repayment of the Loan will receive the Delivery Parcel, being shares in a leading Australian company. The number of shares in the Delivery Parcel which an Investor receives is calculated by taking the Final Value of the Units divided by the

purchase price of the Delivery Asset.

The Issuer intends that the Delivery Asset will be ordinary shares in Telstra Corporation (ASX Code: TLS).

Telstra Corporation Limited (TLS) is a provider of telecommunications and information products and services. The principal activities are provision of telephone lines; national local and long distance, and international telephone calls, mobile telecommunications, data, internet and on-line, wholesale, telephone directories and pay TV. For more information go to [www.telstra.com.au](http://www.telstra.com.au).

The Issuer can round Delivery Assets down to the nearest whole number. If there is a fractional amount owing to you greater than A\$20 then that amount will be paid to your Nominated Account.

The Issuer has the right to change, substitute or delay delivery of the Delivery Asset if the Delivery Asset cannot be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including but not limited to cessation, illiquidity or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements, or if it is not reasonably practicable or economically viable for the Issuer, in its discretion, to deliver the Delivery Asset.

In these circumstances, the Issuer may determine, in its discretion, that any other security listed on the ASX and which is a constituent of the S&P/ASX 200 Index be delivered as a substitute for ordinary shares in Telstra Corporation and deliver that substituted security in accordance with this PDS as if the definition of “Delivery Asset” was amended to refer to the substituted security.

Should Investors prefer to receive their investment return in cash at Maturity, Investors can elect (in the Notice of Maturity) to exercise the Agency Sale Option and for the Issuer (or its nominee) to sell or procure the sale of their Delivery Parcel and pay them the cash Sale Monies (which includes a deduction for any Delivery Costs) instead. Additionally, if Investors have not repaid the Loan by the Maturity Date, they will be deemed to have elected to exercise the Agency Sale Option.

## 4.5 WHAT IS THE UNIT VALUE DURING THE INVESTMENT TERM?

The Units are designed to be held to Maturity. However the Units can mature early if an Early Maturity Event occurs, if an Investor requests an Issuer Buy-Back (i.e. early redemption) and the Issuer accepts or an Investor exercises the Annual Walk Away Option.

During the Investment Term prior to Maturity, the Unit value will be determined by the Issuer (and calculated by the Calculation Agent) with reference to, amongst other things:

- the performance of the Reference Asset on each Scheduled Business Day since the Commencement Date;
- deduction of any Coupons paid and any applicable Performance Fees;
- averaging over the first two months and final two months of the Investment Term;
- prevailing interest rates;
- the remaining time to Maturity; and
- general market risks and movements.

If the Loan Amount has been repaid in full, the Issuer will pay the Investor a Termination Payment or deliver Delivery Assets

with a value equivalent to the Buy-Back Price or Early Maturity Value (as appropriate). The Buy-Back Price or Early Maturity Value will be the Unit value on the relevant Buy-Back Date which may be significantly lower than the Issue Price and may be significantly different to the Final Value per Unit if held to Maturity.

To the extent the Loan Amount has not been fully repaid, the Termination Payment, Buy-Back Price or Early Maturity Value will be applied to repay the outstanding Loan Amount, with any surplus paid to the Investor. If the Termination Payment, Buy-Back Price or Early Maturity Value is less than the Loan Amount, the limited recourse feature of the Loan means that Investors will not need to pay anything further.

The Unit value is designed to give an indication of the performance of a Unit, having regard to the factors outlined above. Please note that the published Unit value is an indicative value and not the actual value that you may receive on Early Maturity or the Final Value per Unit. The Unit value does not account for any Break Costs. Please see Section 6.7 of the PDS for more information on the calculation of the Buy-Back Price and Section 7.4 of the PDS for more information on indicative valuations. The value that you may receive in the event of an Early Maturity and the Final Value per Unit at Maturity may be significantly less than the published indicative Unit value.

#### **4.6 CAN INVESTORS WITHDRAW FROM THE UNITS BEFORE MATURITY?**

Yes, Investors may elect to exercise the Annual Walk Away Option and may request an Issuer Buy-Back. The Units may also be subject to Early Maturity following the occurrence of certain Early Maturity Events.

If an Investor elects to use the Annual Walk Away Option, they must provide written notice of such to the Issuer at least 14 days prior to an Annual Payment Date. The Issuer will send a notice 21 days prior to the second and third Annual Payment Dates which indicate how Investors can exercise the Annual Walk Away Option. The Investor's Loan and Units will be terminated on the next Annual Payment Date. They will not be required to make any future payments in relation to the Loan or Units, but will not receive any refund of Prepaid Interest and Hedge Cost or Adviser Fees (if any) and will not receive the Fixed Coupon payable in respect of the previous year or any future Coupons or the Final Value. No Break Costs are payable following exercise of the Annual Walk Away Option.

Investors should note that any Buy-Back Price or Early Maturity Value will be the Unit value on the relevant Buy-Back Date less any Break Costs and Delivery Costs plus the Buy-Back Price or Early Maturity Value which may be significantly lower than the Issue Price and may be significantly different to the Final Value per Unit if held to Maturity. However, Investors benefit from a limited recourse Loan which means that they will not be required to pay anything more in respect of the Loan if an Early Maturity Event or Issuer Buy-Back occurs.

In addition, the Buy-Back Price or Early Maturity Value will first be applied to repay the Loan (if any amount remains outstanding), with any surplus paid to the Investor. If the Buy-Back Price or Early Maturity Value is less than the Loan outstanding then the Investor may not receive anything on Early Maturity or Buy-Back, but, due to the limited recourse feature of the Loan, will not need to pay anything further. Investors will

not receive any refund of Prepaid Interest and Hedge Cost or Adviser Fees (if any) in the case of Early Maturity or Issuer Buy-Back.

For more information refer to Section 6 "Maturity and Early Maturity" and clause 5 "Early Maturity" of the Terms in the PDS.



## 5. THE LOAN FACILITY

Investors in the Units must borrow 100% of the Issue Price from the Lender on the Commencement Date.

The Loan is a limited recourse Loan and the Lender will only have recourse to the Investor's interest in the Units and any assets of the relevant Investor Trust (including without limitation, any corresponding Coupons, Delivery Assets or Sale Monies) for repayment of the Loan.

Each Investor's Units will be issued to, and held by the Custodian in a separate trust for each Unit (an "Investor Trust") under the terms of the Custody Deed to secure amounts owing under the Loan Agreement. The Custodian grants a Security Interest over each Investor Trust in favour of the Lender. The Custodian holds the Units on each Investor's behalf subject to the Security Interest under the Investor Security Deed. An Investor therefore acquires their Units subject to the Security Interest under the Investor Security Deed until their obligations under the Loan are satisfied in full. Please see the description of the Investor Security Deed and Custody Deed in sections 11.4 and 11.5 of this PDS for further information.

### **Approval for the Loan**

Approval for a Loan will be at the absolute discretion of the Lender. The Lender will assess each Loan application before making a decision to offer a Loan to the applicant.

Investors who receive approval for a smaller Loan amount than they applied for will be taken to have applied for a reduced number of Units in the relevant Series. The Lender may decide to limit the aggregate amount of Loans provided to Investors in the Units. In such a case, the Lender will give priority to applicants based upon the order in which Applications are received.

### **5.1 PREPAID INTEREST AND HEDGE COST ON THE LOAN**

#### **Prepaid Interest and Hedge Cost**

Under the Loan, you are obliged to prepay the interest on the Loan as well as the cost of hedging the investment annually in advance. Each Prepaid Interest and Hedge Cost payment will be direct debited from the account nominated on your Application Form on or after the relevant Annual Payment Date for the first year and the Adviser Fee, if any, must be received by the Issuer in cleared funds by the Application Payment Date). At the end of each of the first two years of the Investment Term, the amount of the Fixed Coupon payable will be set-off against the Prepaid Interest and Hedge Cost and you will only be required to pay the difference. You must ensure that you have sufficient funds in your nominated account to meet your interest obligations during the Investment Term. Failure to do so constitutes an event of default under the terms of the Loan and gives the Lender the right to determine that an Early Maturity Event has occurred. You may be charged direct debit fail fees of \$50 per transaction if your direct debit fails. Your financial institution may also charge you failure fees.

The Lender has the discretion to allow you some additional time following an Annual Payment Date to make the required payment of the Prepaid Interest and Hedge Cost before determining that Early Maturity will occur.

The Prepaid Interest and Hedge Cost on the Loan in respect of each Annual Payment Date will be calculated as follows:

Prepaid Interest:  $4.95\% \text{ p.a.} \times \$1.00 = \$0.0495$  per year, per Unit

Prepaid Hedge Costs:  $2.2\% \text{ p.a.} \times \$1.00 = \$0.022$  per year, per Unit

The total Prepaid Interest and Hedge Cost per annum is \$0.0715 per Unit.

Investors should note that the total Prepaid Interest and Hedge Cost is at risk as there is no guarantee that the Units will produce a return in excess of the total Prepaid Interest and Hedge Cost.

### **5.2 REPAYMENT OF THE LOAN**

Section 13 "Loan Agreement" of this PDS sets out the terms for repayment of the Loan.

Using your own funds, you must repay the Loan on or prior to the Scheduled Maturity Date (cleared funds must be received by the Lender by 5pm on the Maturity Date). If you have repaid the Loan, the Delivery Parcel will be delivered to you on the Maturity Date (unless you elect to exercise the Agency Sale Option in which case the Delivery Parcel will be delivered to the Issuer (or its nominee) and the Issuer (or its nominee) will sell or procure the sale of the Delivery Parcel on your behalf and will pay the Sale Monies (which includes a deduction for Delivery Costs) to you).

If you do not repay the Loan on or prior to Maturity, you will be deemed to have elected the Agency Sale Option, you will assign all of your rights under the Loan Agreement to the Acceptor, and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Issuer to hold the Delivery Parcel on your behalf and to sell or procure the sale of the Delivery Parcel and apply the resulting Sale Monies (which includes a deduction for Delivery Costs) to pay the Lender (in satisfaction of the Issuer's obligations and as consideration for the Issuer assuming your obligations) an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan, and any surplus will be paid to you. If there is no surplus or the Sale Monies are less than the amount equal to the Loan Amount, you will not receive any payments but will not need to make any further payments (as the Loan is limited recourse).

### **5.3 EARLY REPAYMENT OF THE LOAN**

You can elect to repay your Loan at any time during the Investment Term and request that the Issuer direct the Registrar transfer the Units into your name. If you elect to repay your Loan on or prior to the Maturity Date, you will not receive a refund of Prepaid Interest and Hedge Costs (or other fees paid) and may incur significant Loan Break Costs.

The Issuer will provide the Investor with an estimate of the amount outstanding on the Loan, calculated by the Issuer acting reasonably, and subject to interest rates, liquidity, Loan Break Costs and other relevant factors, upon request from the Investor. The Investor may use this estimate to decide whether or not to proceed with early repayment of the Loan. Investors should note that this is an estimate only and the final amount outstanding on the Loan may differ. Investors should note that the amount outstanding will always be equal to or less than the Issue Price (i.e. \$1.00 per Unit).

## **5.4 REPAYMENT OF LOAN ON EARLY MATURITY OR AN ISSUER BUY BACK**

In the event of an Investor requested Issuer Buy-Back or an Early Maturity Event, the Investor's Loan will become repayable and the Investor will not be entitled to a refund of any Prepaid Interest and Hedge Cost or Adviser Fee (if any) and may incur significant Loan Break Costs. However, the Loan is limited recourse and the Lender cannot take action to recover any amount beyond the Investor's interest in the Units and any assets of the relevant Investor Trust (including Coupons, Delivery Assets, or Sale Monies) upon Issuer Buy-Back or Early Maturity.

You should read the Terms relating to the Loan in Section 13 "Loan Agreement" carefully to understand your obligations in relation to the Loan.

## 6. MATURITY AND EARLY MATURITY

### 6.1 NOTICE OF MATURITY

Not less than 20 Business Days prior to the Maturity Date you will be sent a Notice of Maturity informing you that Maturity of the Units is approaching. Upon Maturity you can either:

- accept physical delivery of the Delivery Parcel; or
- exercise the Agency Sale Option and receive the Sale Monies (which includes a deduction for any Delivery Costs).

If you wish to accept physical delivery of the Delivery Parcel you do not need to do anything. Physical delivery of the Delivery Parcel is the default option.

If you want to exercise the Agency Sale Option and receive Sale Monies (which includes a deduction for any Delivery Costs), you need to make this election in the Notice of Maturity and return the Notice of Maturity to the Issuer at least 10 Business Days prior to the Maturity Date.

You should note that you are also required to repay the Loan on or before the Maturity Date – see Section 5 “The Loan Facility” above. If you fail to do so, you will be deemed to have elected to exercise the Agency Sale Option and you will not be able to receive the Delivery Asset. Please refer to Section 6.4 “Agency Sale Option” below.

### 6.2 DELIVERY PARCEL AND SUBSTITUTION

To facilitate settlement, the Issuer will calculate the Delivery Parcel for the Units using the Final Value. The Delivery Parcel is the number of Delivery Assets to be delivered on Maturity. However, you should note that the Issuer has the right to change, delay or substitute the Delivery Asset if the nominated Delivery Asset is unable to be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including cessation or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements or if it is not reasonably practicable or economically viable for the Issuer, in its discretion, to deliver any one or more of the Delivery Assets specified in this PDS.

In these circumstances, the Issuer may delay delivery or may deliver another security listed on the ASX and which is a constituent of the S&P/ASX 200 Index as the substitute Delivery Asset.

### 6.3 PHYSICAL DELIVERY

At Maturity, if you have not elected to exercise the Agency Sale Option, you will not be delivered the Reference Asset. Instead, you will hold a parcel of ASX listed securities (the Delivery Assets). You will need to carefully consider whether an investment in those shares will be a suitable investment for you to hold beyond Maturity.

The Issuer will purchase the relevant number of Delivery Assets constituting your Delivery Parcel and will register those securities on the issuer-sponsored sub register (i.e. as an issuer sponsored holding) in your name. You may at a later stage transfer the securities into your own CHESS account by providing your broker with your Holder Identification Number.

The Issuer or its nominee will deliver the Delivery Parcel comprising the Delivery Assets (less any Delivery Costs) on the Settlement Date. As at the date of this PDS, the Issuer does not expect any Delivery Costs to be associated with the delivery.

### 6.4 AGENCY SALE OPTION

If you form the view that you do not wish to hold the Delivery Assets after the Maturity Date, you can elect for the Issuer (or its nominees) to sell or procure the sale of the Delivery Assets on your behalf and receive Sale Monies (which includes a deduction for any Delivery Costs) via the Agency Sale Option. You will be deemed to have elected to exercise the Agency Sale Option if you have not repaid your Loan on or before the Maturity Date.

If you have not repaid the Loan then, under the Agency Sale Option, you will assign all of your rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Issuer to hold the Delivery Parcel on your behalf and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for any Delivery Costs) to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan. Any surplus will be paid to you. As at the date of this PDS, the Issuer does not expect any Delivery Costs to be associated with the Agency Sale Option.

If you have repaid the Loan and elected to exercise the Agency Sale Option, then the Issuer (or its nominee) will accept physical delivery of the Delivery Assets on your behalf and the Issuer (or its nominees) will sell or procure the sale of them on your behalf. The Issuer or its nominees will then pay you the Sale Monies (which includes a deduction for any relevant Delivery Costs associated with the sale). As at the date of this PDS, the Issuer does not expect any Delivery Costs to be associated with the Agency Sale Option.

To exercise the Agency Sale Option and receive the Sale Monies (which includes a deduction for any Delivery Costs, or balance of Sale Monies, if any) you must return the Notice of Maturity to the Issuer at least 20 Business Days prior to the Maturity Date.

In circumstances where you have elected to exercise, or are deemed to have elected to exercise, the Agency Sale Option, the Sale Monies (if any) will be paid to your Nominated Account or paid by cheque within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter.

See clause 4.4 of the Terms “Delivery through the Agency Sale Option” in this PDS for further details about the Agency Sale Option.

### 6.5 FRACTIONS

If the Delivery Parcel includes a fraction of a Delivery Asset which is valued at more than A\$20.00, the Issuer will transfer the AUD fractional amount into your Nominated Account or pay it to you by cheque within 10 Business Days after the Settlement Date or as soon as reasonably practicable thereafter. This amount is in effect a reimbursement of a portion of your Investment Amount.

### 6.6 EARLY MATURITY

The Units can mature early if an Early Maturity Event occurs or if an Investor requests an Issuer Buy-Back which is accepted by the Issuer. Issuer Buy-Backs are discussed below in Section 6.7 under the heading “Sale of Units before Maturity – Issuer Buy- Back”.

Early Maturity Events generally arise in circumstances which prevent the Issuer being able to hedge or deliver on its obligations under the Terms of the Units. The Issuer may also determine that an Early Maturity Event has occurred if an Investor fails to make a payment of Prepaid Interest and Hedge Cost when due and the Investor has not remedied the failure within the period specified in the notice of failed payment from the Lender. Early Maturity Events also include (but are not limited to) for example, circumstances where a Change of Law occurs that prevents the normal operation of the Units or results in the Issuer having to pay additional amounts in relation to the Units. Please refer to Section 8 “Risks” which sets out the Early Maturity Events and clause 5.1 “Early Maturity by the Issuer” of the Terms.

If an Early Maturity Event occurs the Issuer may reasonably determine whether to call Early Maturity or allow the Units to continue. An Early Maturity Event may occur on the Scheduled Maturity Date, in which case the Units will mature in accordance with the Early Maturity mechanism in clause 5.4 “Early Maturity Mechanism” of the Terms.

An Early Maturity may lead to Investors suffering losses and bearing various costs associated with the Early Maturity. Where the Issuer calls an Early Maturity and the Loan has been fully repaid, Investors will either receive the Termination Payment or a Delivery Parcel with value equal to the Early Maturity Value. In calculating the Termination Payment and the Early Maturity Value, the Issuer may deduct any costs it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity, including Break Costs and the costs of unwinding any hedge. The amount the Issuer achieves on the unwinding of its hedge position may be minimal or zero and Investors may receive nothing.

In the event of Early Maturity, Investors will not be entitled to a refund of any Prepaid Interest and Hedge Cost or Adviser Fee (if any). There is no guarantee that the Investor’s return will be sufficient to recover the non-refundable Prepaid Interest and Hedge Cost and Adviser Fee (if any). However, Investors benefit from a limited recourse Loan which means that they will not be required to pay anything more in respect of the Loan in the event of Early Maturity.

Investors should also note that they will be required to repay the Loan on Early Maturity. If the Investor does not repay the Loan before the Early Maturity Date, the Early Maturity Value will be applied towards repayment of the Loan, or if a Delivery Parcel is delivered, the Investor will be deemed to have elected to exercise the Agency Sale Option, and the Sale Monies (which includes a deduction for any Delivery Costs) will be applied against the Loan. However, as the Loan is a limited recourse Loan, the Lender cannot take action against the Investors to recover any amount beyond the Investor’s interest in the Units (including without limitation, any corresponding Delivery Assets or Sale Monies).

Please see clause 5 “Early Maturity” of the Terms for more details about Early Maturity.

## **6.7 SALE OF UNITS BEFORE MATURITY – ISSUER BUY-BACK**

### ***Can I sell my Units prior to Maturity?***

Investors may request the Issuer buy-back their Units (“Issuer Buy-Back”).

While the Units are designed as a “buy and hold” investment, you may have the opportunity to sell your Units to the Issuer on each “Buy-Back Date” as specified in this PDS if the Issuer agrees. It is not recommended that Investors invest in Units if they intend to have the Issuer buy-back the Units as the Delivery Costs and Break Costs may be significant.

If an Investor elects to participate in an Issuer Buy-Back, the Investor will not be entitled to any further Coupons or the Final Value. You may request that the Issuer Buy-Back some of your Units by requesting from the Issuer, completing and then lodging an Issuer Buy-Back Form. The Minimum Buy-Back Amount is 100,000 Units, provided that you continue to hold 100,000 Units. In the event that an Investor makes an Issuer Buy-Back Request which would result in the Investor holding less than 100,000 Units, then the Issuer will notify the Investor that it will hold less than 100,000 Units and seek the Investors’ instruction whether to buy back the Investors’ entire holding or reject the request. Issuer Buy-Back Forms must be received by the Issuer no later than 10 Business Days prior to the Buy-Back Date. If the Buy-Back Form is received after this cut-off it may be held over to the next Buy-Back Date. The Issuer’s contact details are available in the Directory at the back of this PDS. Once the Issuer Buy-Back Form is lodged, the request for an Issuer Buy-Back is irrevocable. The Issuer may in its absolute discretion accept, reject or defer a request to buy-back your Units. The Issuer shall inform you if it defers or rejects your request for Issuer Buy-Back. Generally, the Issuer would only reject or defer a request if it is unable to adequately unwind its own hedging arrangements.

On lodgement of an Issuer Buy-Back Form, you are also deemed to have requested the Loan be terminated on the Buy-Back Date and the Buy-Back Price be applied against the outstanding Loan Amount.

The amount you receive (the “Buy-Back Price”) is the fair economic value of the Units as determined by the Issuer acting in good faith and a commercially reasonable manner on the Buy-Back Date, but takes into account the factors that affect the value of the Units and any Delivery Costs, and any Break Costs and may include a bid-offer spread. Break Costs include all costs, expenses and losses reasonably incurred by the Issuer acting in a commercially reasonable manner as a result of the determination of a Buy-Back Date, unwinding of any hedge position entered into by the Issuer in connection with the Units, or any loss of profits by reason of such an early termination. The amount the Issuer achieves on the unwinding of its hedge position may be minimal or zero and the Buy-Back Price may be nil.

Therefore, the actual Buy-Back Price at which the Issuer will buy-back your Units will not be known at the time the request is made or accepted, although we will provide you with an estimate which takes into account an estimate of the Break Costs. Estimates of the Buy-Back Price are only available in the few weeks prior to each Buy-Back Date.

Investors should also note that they will be required to repay the Loan on an Issuer Buy-Back. The Issuer will provide the Investor with an estimate of the amount outstanding on the Loan, calculated by the Issuer acting in a commercially reasonable manner, and subject to interest rates, liquidity, Loan Break Costs and other relevant factors, upon request from the Investor. If the Investor does not repay the Loan on or before the Buy-Back Date, the Buy-Back Price will be applied towards

repayment of the Loan. However, as the Loan is a limited recourse Loan, the Lender cannot take action against the Investors to recover any amount beyond the Investor's interest in the Units (including without limitation, any corresponding Coupons, Delivery Assets or Sale Monies).

In the case of Issuer Buy-Back, the Issuer will pay the Investor the Buy-Back Price which will be first be applied to any outstanding Loan Amount, and the remainder, if any, will be delivered to the Investor in cash. Delivery Assets shall not be provided in the event of an Issuer Buy-Back. Instead, settlement will be in cash.

## **6.8 CASH SETTLEMENT ONLY**

In the event of Issuer Buy-Back, the Buy-Back Price will first be applied to any outstanding amount owing on the Loan, with the remainder, if any, delivered to the Investor in cash.

Execution of Issuer Buy-Back requests and the actual Buy-Back Price will be notified to Investors by way of the Settlement Notice, which will be sent to Investors as soon as reasonably practicable after the relevant Buy-Back Date.

You should read clause 5.3 "Investor Requested Issuer Buy-Back" of the Terms carefully to understand your rights and obligations if you request an Issuer Buy- Back.

## **6.9 ANNUAL WALK AWAY**

The Investor has the annual choice to continue or discontinue the Loan at the end of each year and therefore, continue or discontinue their investment in the Units (the "Annual Walk Away Option"). An Investor may elect to exercise the Annual Walk Away Option and by notifying the Issuer of their intention in writing at least 14 days prior to the relevant Annual Payment Date. The Issuer will send a notice 21 days prior to the second and third Annual Payment Dates which indicate how Investors can exercise the Annual Walk Away Option.

If you exercise the Annual Walk Away Option, your investment in the Units and the Loan will be terminated on the Annual Payment Date with no Break Costs payable although you will not be entitled to the Fixed Coupon payable in respect of the previous year (or any Coupons or Final Value payable on or after the Annual Payment Date). For example, if an Investor elects to exercise the Annual Walk Away Option at the end of the second year, they will not be entitled to the Fixed Coupon payable in relation to the second year (or any further Coupons or Final Value) but will not need to pay the Prepaid Interest and Hedge Cost for the final year of the Investment Term or any other amount or penalties in relation to the Loan. No Break Costs or Loan Break Costs are payable upon exercise of the Annual Walk Away Option. Investors do not receive anything upon exercise of the Annual Walk Away Option.

## **6.10 SECONDARY MARKET**

As the Units will not be listed or displayed on any securities exchange such as the ASX, there may be no secondary market for the Units. Even if a secondary market for the Units develops, it may not provide significant liquidity or trade at prices advantageous to you. Accordingly, you may receive a price that is significantly less than the Issue Price of your Units if you sell those Units to the Issuer prior to the Scheduled Maturity Date (Issuer Buy-Back).



## 7. WORKED EXAMPLES

Here are some examples demonstrating how the Coupons and the Final Value are calculated. The examples are hypothetical only and are not forecasts or simulations of Unit returns nor are they a reference to past performance. The actual returns on the Units may be materially different from what is shown in these examples.

These examples may help Investors decide if the Units are a suitable investment. No content in this section or elsewhere in the PDS is investment advice so Investors should speak to their financial adviser before investing.

### 7.1 HOW DOES THE INVESTMENT PERFORM?

Units pay two Fixed Coupons during the Investment Term and a potential Final Coupon at Maturity depending on the performance of the Reference Asset. The examples below demonstrate how the Reference Asset Value is calculated, and what Investors get during the Investment Term and at Maturity, depending on whether the performance of the Reference Asset Value over the life of the investment has been negative, positive or neutral.

### 7.2 WHAT DO INVESTORS RECEIVE AT MATURITY?

At Maturity, Investors will receive the Delivery Parcel (provided they have not exercised, or been deemed to exercise, the Agency Sale Option). The number of shares in the Delivery Asset in the Delivery Parcel which an Investor receives is calculated by taking the Final Value of the Units divided by the number of different Delivery Assets divided by the Delivery Asset Price. At Maturity, once the Loan Amount (and any other Secured Obligations) have been repaid, the Delivery Parcel will be transferred to Investors, unless an Investor asks the Issuer to sell it under the Agency Sale Option, in which circumstances the Investor will be deemed to direct the Issuer to hold the Delivery Parcel on its behalf and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of them on the Investors behalf.

### 7.4 HOW ARE THE COUPONS AND FINAL VALUE CALCULATED?

Set out in the table below are some assumed values for the Reference Asset Value over the Investment Term for four different scenarios. In Scenario 1, the Reference Asset Value steadily climbs throughout the Investment Term. In Scenario 2, the Reference Asset Value rises slightly then falls below the starting level by the end of the Investment Term. In Scenario 3, the Reference Asset Value rises slightly and finishes just above the starting level by the end of the Investment Term. In relation to the calculation of the Final Coupon, where the calculation produces a negative result, no Final Coupon will be payable.

| Date   | Reference Asset Value |            |            |
|--|-----------------------|------------|------------|
|  | Scenario 1            | Scenario 2 | Scenario 3 |
| Initial Averaging Date 1<br>(Commencement Date)            | 100                   | 100        | 100        |
| Initial Averaging Date 2 (Commencement Date + 1 Months)    | 110                   | 102        | 104        |
| Initial Averaging Date 3<br>(Commencement Date + 2 Months) | 112                   | 104        | 105        |
| Maturity Averaging Date 1 (Maturity Date – 2 Months)       | 149                   | 91         | 100        |
| Maturity Averaging Date 2 (Maturity Date – 1 Month)        | 155                   | 90         | 103        |
| Maturity Averaging Date 3<br>(Maturity Date)               | 160                   | 88         | 101        |

The examples set out below show the return on an investment in the Units at Maturity. Please note, the examples are hypothetical examples only and are not intended to be a forecast, simulation or guide to future performance.

### Assumptions:

The below examples assume that an Investor decides to invest in 100,000 Units (the Minimum Investment Amount) with an Issue Price of \$1.00 per Unit (i.e. a total of \$100,000).

The below examples also assume that there are no Early Maturity Events, Issuer Buy-Backs, Adjustment Events or Market Disruption Events and that the Investor has not elected to use the Annual Walk Away Option.

### Rounding:

All calculations made by the Issuer for the purposes of these worked examples will be made to not fewer than two decimal places. Other than as provided in these examples, rounding of numbers will not occur until the final calculation of a relevant amount or number at which time the Investor's entitlements will be aggregated and that aggregate will be rounded so that all money amounts are rounded down to the nearest whole cent and all numbers of Delivery Assets are rounded down to the nearest whole number.

### 7.3 HOW IS THE PERFORMANCE OF THE REFERENCE ASSET VALUE OVER THE INVESTMENT TERM CALCULATED?

The performance of the Reference Asset Value over the Investment Term is calculated as follows:

$$\text{Performance of the Reference Asset Value over the Investment Term} = \frac{(\text{Final Reference Asset Value} - \text{Initial Reference Asset Value}) \times 100}{\text{Initial Reference Asset Value}}$$

$$\begin{aligned} \text{The performance of Reference Asset Value over the Investment Term} &= (105 - 101)/101 * 100 \\ &= 3.96\% \end{aligned}$$

The following examples show how the Initial Reference Asset Value, First Coupon, Second Coupon, Final Coupon, Final Reference Asset Value, Final Value of the Units and Performance Fees are calculated, based on the assumed Reference Asset Values set out for Scenario 1 in the table above.

### Step 1 Calculate the Initial Reference Asset Value

The Initial Reference Asset Value is the average of the Reference Asset Values on each of the three Initial Averaging Dates:

$$\begin{aligned} \text{Initial Reference Asset Value} &= (\text{Reference Asset Value}_1 + \text{Reference Asset Value}_2 + \text{Reference Asset Value}_3)/3 \\ &= (100 + 110 + 112)/3 \\ &= 107.33 \end{aligned}$$

Where:

|  |  |
|--|--|
| <b>Reference Asset Value<sub>1</sub></b> | means the value of the Reference Asset Value on Initial Averaging Date 1 |
| <b>Reference Asset Value<sub>2</sub></b> | means the value of the Reference Asset Value on Initial Averaging Date 2 |
| <b>Reference Asset Value<sub>3</sub></b> | means the value of the Reference Asset Value on Initial Averaging Date 3 |

### Step 2 Calculate the value of the First Coupon

The First Coupon will be an amount per Unit calculated as follows:

$$\begin{aligned} \text{Gross First Coupon} &= 5.50\% \times \text{Issue Price} \\ &= 5.5\% \times \$1.00 \\ &= \$0.055 \text{ per Unit} \end{aligned}$$

$$\begin{aligned} \text{Performance Fee} &= 10\% \times \text{Gross First Coupon} \\ &= 10\% \times \$0.055 \\ &= \$0.0055 \end{aligned}$$

$$\begin{aligned} \text{First Coupon} &= \text{Gross First Coupon} - \text{Performance Fee} \\ &= \$0.055 - \$0.0055 \\ &= \$0.0495 \text{ per Unit} \end{aligned}$$

The 10% in the above formula for the First Coupon has the effect of reducing the First Coupon by the amount of the Performance Fee. The amount of the performance fee on each coupon will be 10% of the amount which would otherwise have been payable had the performance fee not been deducted.

Therefore, if an Investor holds 100,000 Units, they will receive a total First Coupon of \$4,950. This amount takes into account a Performance Fee of \$550 retained by the Issuer.

The amount of the First Coupon will be set off against the Investor's obligation to pay the Prepaid Interest and Hedge Cost amount in respect of the second year. As the Prepaid Interest and Hedge Cost due exceeds the amount of the First Coupon, Investors will need to make a net payment to the Issuer.

### Step 3 Calculate the value of the Second Coupon

The Second Coupon will be an amount per Unit calculated as follows:

$$\begin{aligned} \text{Gross Second Coupon} &= 5.50\% \times \text{Issue Price} \\ &= 5.5\% \times \$1.00 \end{aligned}$$

$$= \$0.055 \text{ per Unit}$$

$$\begin{aligned} \text{Performance Fee} &= 10\% \times \text{Gross Second Coupon} \\ &= 10\% \times \$0.055 \\ &= \$0.0055 \end{aligned}$$

$$\begin{aligned} \text{Second Coupon} &= \text{Gross Second Coupon} - \text{Performance Fee} \\ &= \$0.055 - \$0.0055 \\ &= \$0.0495 \text{ per Unit} \end{aligned}$$

The 10% in the above formula for the Second Coupon has the effect of reducing the Second Coupon by the amount of the Performance Fee. The amount of the performance fee on each coupon will be 10% of the amount which would otherwise have been payable had the performance fee not been deducted.

Therefore, if an Investor holds 100,000 Units, they will receive a total Second Coupon of \$4,950. This amount takes into account a Performance Fee of \$550 retained by the Issuer.

The amount of the Second Coupon will be set off against the Investor's obligation to pay the Prepaid Interest and Hedge Cost amount in respect of the second year. As the Prepaid Interest and Hedge Cost due exceeds the amount of the Second Coupon, Investors will need to make a net payment to the Issuer.

### Step 4 Calculate the Final Reference Asset Value

The Final Reference Asset Value is the average of the Reference Asset Values on each of the three Maturity Averaging Dates.

Based on the values set out in the table above, the Final Reference Asset Value for Scenario 1 would be:

$$\begin{aligned} \text{Final Reference Asset Value} &= (149+155+160)/3 \\ &= 154.67 \end{aligned}$$

### Step 5 Calculate the value of the Gross Final Coupon

The Gross Final Coupon will be an amount per Unit calculated as follows:

$$\begin{aligned} \text{Gross Final Coupon} &= \$1.00 \times (\text{Max} [0, ((\text{Final Reference Asset Value}/\text{Initial Reference Asset Value} - 1) - \text{Gross First Coupon} - \text{Gross Second Coupon})] \end{aligned}$$

Note that the Gross First Coupon and the Gross Second Coupon are the amounts of the First Coupon and the Second Coupon, respectively, together with the Performance Fee payable on those Coupons. See steps 2 and 3 (above).

Based on the values in the table above, the Gross Final Coupon for Scenario 1 would be calculated as follows:

$$\begin{aligned} \text{Gross Final Coupon} &= \$1.00 \times (\text{Max} [0, ((154.67/107.33) - 1) - 0.055 - 0.055]) \\ &= \$1.00 \times (\text{Max} [(0, ((1.44107 - 1)) - 0.055 - 0.055)]) \\ &= \$1.00 \times \text{Max} [(0, 0.44107 - 0.055 - 0.055)] \\ &= \$1.00 \times 0.33107 \\ &= \$0.33107 \end{aligned}$$

$$\begin{aligned} \text{Performance Fee} &= 10\% \times \text{Gross Final Coupon} \\ &= 10\% \times \$0.33107 \\ &= \$0.033107 \end{aligned}$$

Final  
 Coupon = Gross Final Coupon – Performance Fee  
 = \$0.33107 – \$0.033107  
 = \$0.29796

The 10% in the above formula for the Final Coupon has the effect of reducing the Gross Final Coupon by the amount of the Performance Fee. The amount of the performance fee on each coupon will be 10% of the amount which would otherwise have been payable had the performance fee not been deducted.

Therefore, if an Investor holds 100,000 Units, they will receive a total Final Coupon of \$29,796.30. This amount takes into account a Performance Fee of \$3,310.70 retained by the Issuer.

### Step 7 Calculate the number of Delivery Assets comprising your Delivery Parcel

Once the Final Value per Unit has been ascertained, the number of Delivery Assets that comprise your Delivery Parcel will be determined as follows.

The Final Value per unit will be amount per Unit calculated as follows:

$$\text{Final Value} = \$1.00 \times (\text{Final Reference Asset Value} / \text{Initial Reference Asset Value}) - \text{Gross First Coupon} - \text{Gross Second Coupon} - \text{Gross Final Coupon}$$

Note that the Gross First Coupon and the Gross Second Coupon are the amounts of the First Coupon and the Second Coupon, respectively, together with the Performance Fee payable on those Coupons. See steps 2 and 3 (above).

Based on the values in the table above, the Final Value per Unit for Scenario 1 would be calculated as follows:

$$\begin{aligned} \text{Final Value} &= \$1.00 \times ((154.67/107.33) - .055 - .055 -) \\ &= \$1.00 \times ((1.44107) - 0.55 - .055 - .33107) \\ &= \$1.00 \times 1 \\ &= \$1.00 \end{aligned}$$

Final Value is \$1.00 and you hold 100,000 units, so that the Final Value for your entire holding is \$100,000.

The value of the Delivery Parcel you receive will be \$100,000 less any Delivery Costs<sup>4</sup>.

The number of each type of Delivery Asset that would be received by an Investor (i.e. the Delivery Parcel) is calculated as follows:

$$[(\text{Final Value} \times \text{Number of Units held by Investor} - \text{Delivery Costs}) / N] / \text{Delivery Asset Price}$$

Where N means the number of different types of Delivery Assets in each Delivery Parcel.

| Delivery Asset      | Delivery Asset Price | Number of Delivery Assets |
|---------------------|----------------------|---------------------------|
| Telstra Corporation | \$5.16               | 19,379                    |

The Delivery Asset Price used for the purpose of this example is indicative and is provided for illustrative purposes only. The above figures were calculated on the assumption that the Loan Amount has been repaid and that there were no Delivery Costs applicable (as at the date of this PDS, it is not anticipated that the Delivery Costs will apply). The number of Delivery Assets has been rounded down to the nearest whole number and is

<sup>4</sup> For the purpose of this example it has been assumed that the Units were held to Maturity and that no Early Maturity Events occurred. As at the date of this PDS, the Issuer does not expect there to be any Delivery Costs on the Delivery Parcel.

valued at \$99,995.64. Therefore there is a difference of \$4.36 (i.e. \$100,000 less \$99,955.64). As this amount is less than \$20, you will not receive this amount. If the fractional amount were greater than \$20, it would be paid to your Nominated Account within 10 Business Days of the Settlement Date.

Investors should be aware that market movements from the Maturity Date to the Settlement Date will affect the value of the Delivery Parcel. The Issuer will transfer the Delivery Assets to Investors as soon as practical but there is a risk they may fall in value by the time they are transferred to Investors.

### Overview of Scenarios 1, 2 and 3

The table below sets out the Coupons, Final Value per Unit and value of the Delivery Parcel per Unit which would apply to Scenario 1, 2 and 3. Each of the values listed below for Scenario 2 and 3 were calculated in the same way as set out in the examples above for Scenario 1.

|                               | Scenario 1 | Scenario 2 | Scenario 3 |
|-------------------------------|------------|------------|------------|
| Initial Reference Asset Value | 107.33     | 102.00     | 103.00     |
| First Coupon                  | \$0.055    | \$0.055    | \$0.055    |
| Second Coupon                 | \$0.055    | \$0.055    | \$0.055    |
| Final Reference Asset Value   | 254.67     | 89.67      | 101.33     |
| Final Coupon                  | \$0.29796  | \$0.00     | \$0.00     |

<sup>^</sup> This value of the Delivery Parcel may be less where there are Delivery Costs. As at the date of this PDS, the Issuer does not expect there to be any Delivery Costs on the Delivery Parcel.

If the Investor does not repay the Loan prior to Maturity, they will be deemed to have elected to exercise the Agency Sale Option and the Sale Monies will be used to repay the Loan. The Investor will not be required to pay anything further, but note that Investors will have paid the Adviser Fee (if any), the Prepaid Interest and Hedge Cost for the three year Investment Term. Any Coupons received during the Investment Term or at Maturity may not be sufficient to cover these amounts.

In relation to the calculation of the Final Coupon, where the relevant calculation produces a negative result, no Final Coupon will be payable.

The Delivery Asset Price used for the purpose of this example is indicative and is provided for illustrative purposes only. The above figures were calculated on the assumption that the Loan Amount has been repaid and that there were no Delivery Costs applicable (as at the date of this PDS, it is not anticipated that Delivery Costs will apply). The number of Delivery Assets has been rounded to the nearest whole number.

## 8. RISKS

This investment carries risks. This is a summary of the specific risks. Before investing, potential investors should read all of the PDS to make sure they understand the risks for them and speak to their financial, legal and tax adviser. This document does not take into account a potential investor's own financial needs, investment goals or financial circumstances.

### 8.1 THE UNITS

Investors may not receive any returns on the Units and therefore may not recoup the total amount of the Prepaid Interest and Hedge Costs and any Adviser Fee (if any) paid.

#### **Performance of the Reference Asset**

Historical prices of the Reference Asset should not be taken as an indication of future performance. It is impossible to determine with certainty whether the Reference Asset will rise or fall.

#### **An early termination of the Hedge will constitute an Early Maturity Event or an Adjustment Event under the Units.**

Any event as a result of which the Hedge Counterparty cannot make physical delivery of the relevant assets will constitute either an Early Maturity Event or an Adjustment Event under the Units.

#### **Reference Asset Risk**

The Reference Asset (i.e. the S&P/ASX 200 Price Return Index) gives exposure to various underlying securities. The return on the Reference Asset is subject to the performance of the individual equities or assets which make up the Reference Asset. Therefore, all factors likely to affect the performance of the securities which comprise the Reference Asset are important and Investors should consider all appropriate publicly available information in relation to the Reference Asset (and the securities which comprise it). These factors include movements in international financial markets, interest rates, currency rates and global economic, political, technological and environmental factors.

For a Reference Asset that is an index, the securities comprising the Reference Asset may change substantially over the life of the investment. In particular, it is possible that the initial constituent securities will increase substantially in value prior to the Maturity Date but that the Reference Asset will decline in value during such period. Investors should have regard to this when considering the importance of the identity of the initial securities comprising the Reference Asset.

In addition you should note that you will not have an actual investment in the Reference Asset, or any of the securities comprising the Reference Asset. In particular, you should note that changes in the Reference Asset will not result in the same change in the value of the Units due to the effect of other factors which affect the value of the Unit. See Section 4.5 "What is the Unit value during the Investment Term?" for more information on these factors.

#### **Price Return Index**

The Reference Asset is a price return index. Performance of the Reference Asset reflects the movements in the price of the shares in the index and does not take into account dividends, interest or other income paid on those shares.

#### **Unit value before the Maturity Date**

The market value of the Units will be determined by many factors before the Maturity Date. These include:

- the performance of the Reference Asset, on each day since the Commencement Date;
- deduction of any Coupons paid and any applicable Performance Fees at Early Maturity or Issuer Buy-Back or election of the Annual Walk Away Option;
- averaging over the first two months of the Investment Term;
- prevailing interest rates in Australia;
- the remaining time to Maturity; and
- general market risks and movements.

Investors should be aware the Units are designed to be held to Maturity and are not designed to be a trading instrument.

#### **Coupons**

The First Coupon and Second Coupon are fixed at 5.5% of the Issue Price (less the 10% performance fee). The First Coupon and Second Coupon will be automatically set off against the Prepaid Interest and Hedge Cost due on the second and third Annual Payment Dates.

The Final Coupon is not fixed, nor guaranteed. There will be no Final Coupon if there has not been an increase in the Reference Asset Value over the full Investment Term (subject to averaging) greater than the Gross First Coupon and Gross Second Coupon. Where the Reference Asset Value has not increased above the Initial Reference Asset Value by more than the sum of the First Coupon, Second Coupon and Performance Fees, or has remained constant or declined over this period, there will be no Final Coupon paid.

Further information on the Coupons and how they are calculated can be found in Section 4.1.2 "Coupon payments" and Section 15 "Formulae and Calculation Table".

#### **ASX 200 Investment Units Series 1 Averaging risk**

The Final Coupon will be determined having regard to the average levels of the Reference Asset Value used to calculate the Initial Reference Asset Value and the Final Reference Asset Value. This averaging technique is expected to reduce the effect of volatility of the Reference Asset Value when calculating the Initial Reference Asset Value and the Final Reference Asset Value at Maturity. While this averaging over the first two months and the last two months of the Investment Term would be expected to decrease the impact of a fall in the value of the Reference Asset Value during that period on the value of your Units, it would also be expected to decrease the impact of an increase in the value of the Reference Asset Value during that period on the value of your Units.

#### **Loan risks**

In the event of an Investor requested Issuer Buy-Back which is accepted by the Issuer, an Early Maturity Event or the exercise of the Annual Walk Away Option, Investors will not be entitled to a refund of any Prepaid Interest and Hedge Cost payments.

Loan Break Costs may also apply if your Loan is repaid prior to the Maturity Date.

Units will be held by the Custodian on your behalf under the terms of the Custody Deed and subject to the Investor Security Deed. The Lender may exercise its rights under the Investor Security Deed to effect repayment of your Loan in the event of



non-payment, or in certain circumstances you may be deemed to have elected to use the Agency Sale Option. If you are deemed to have elected the Agency Sale Option you will assign all of your rights under the Loan Agreement to the Acceptor, and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf (including your obligation to repay the Loan Amount). You will be deemed to direct the Issuer to direct the Custodian (or its nominee) to hold the Delivery Parcel on your behalf and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for any Delivery Costs) to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan, and any surplus will be paid to you.

As the Loan is a limited recourse Loan, the Lender cannot take action against Investors to recover any amount beyond the Investor's interest in the Units and any assets of the relevant Investor Trust (including without limitation, any corresponding Coupons, Delivery Assets or Sale Monies) through the enforcement of the relevant Investor Security Deed.

### **Prepaid Interest and Hedge Cost and Adviser Fees (if any)**

The Prepaid Interest and Hedge Cost for the first year plus the Adviser Fees (if any) must be prepaid by Investors by the Application Payment Date. Investors must provide their direct debit details with their Application. Cleared funds must be received by the Issuer by the Application Payment Date. The Prepaid Interest and Hedge Cost for subsequent years is payable annually in advance on the relevant Annual Payment Date. The value of the Units is referenced to the performance of the Reference Asset. There is no guarantee that the Units will generate returns in excess of the total Prepaid Interest and Hedge Cost and Adviser Fees (if any) paid. Additionally, in the event of an Investor requested Issuer Buy-Back, an Early Maturity Event, if you elect to use the Annual Walk Away Option or repay your Loan prior to the Maturity Date, you will not receive a refund of any Prepaid Interest and Hedge Cost or Adviser Fees (if any). If you fail to pay an amount of Prepaid Interest and Hedge Cost when due the Units may be subject to Early Maturity. In relation to risks associated with Early Maturity, please refer to "Early Maturity" below.

### **Annual Walk Away Option Risk**

If an Investor elects to use the Annual Walk Away Option, the Loan and Units are terminated on the next Annual Payment Date, and Investors will not be entitled to the Fixed Coupon payable in respect of the previous year of the Investment Term or any future Coupons or the Final Value. Investors will have lost the total Prepaid Interest and Hedge Cost and Adviser Fee (if any) paid. Investors receive nothing upon exercise of the Annual Walk Away Option. No Break Costs or Loan Break Costs are applicable.

### **Delivery Assets**

The Delivery Assets are subject to market risks and other risks inherent in owning listed instruments. For example, the market value of the Delivery Assets could fall between the date the Issuer buys them for the Investors and the date they are transferred to Investors or sold on the Investor's behalf.

The Delivery Assets might not be very liquid so Investors may not be able to sell when they would like to.

The Issuer has the right to change, substitute or delay delivery of the Delivery Asset if the Delivery Asset cannot be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including but not limited to cessation, illiquidity or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements, or if it is not reasonably practicable or economically viable for the Issuer, in its discretion, to deliver the Delivery Asset.

### **Adjustment Events and Market Disruption Events**

Unexpected events can occur which can impact the Units in a way the Issuer had not anticipated, often adversely. The Issuer has certain powers under Section 12 "Terms of the Deferred Purchase Agreement" in relation to how it can deal with such events, referred to as Adjustment Events and Market Disruption Events. Examples of these are changes in the Reference Asset or in laws and regulations that would in turn affect the Units. For example, if the Reference Asset (or a component of the Reference Asset) was an index and was amended, replaced, terminated or otherwise stopped and stopped being calculated and published then Units would be affected because there is no longer a Reference Asset (or a component of the Reference Asset is missing). In this case, the Issuer might, amongst other options, consider replacing the Reference Asset or, where the Reference Asset has more than one component, replacing the affected component or determining to continue using the unaffected components only. Another example is if the Reference Asset was a security and was consolidated, restructured, sub-divided or replaced with some other form of security or property then the Units would be affected as the Reference Asset has been changed. In this case, the Issuer might, amongst other options, consider replacing the Reference Asset.

Other Adjustment Events include where the Issuer is unable to perform its obligations or it would be illegal to do so, or there is a disruption or material increase in costs in the Issuer's hedging arrangements. A full list of Adjustment Events is set out in Section 14 "Definitions" of this PDS.

If there is a Market Disruption Event affecting the Reference Asset, Delivery Parcel or a component of them on certain dates for working calculations during the Investment Term (such as an Initial Averaging Date, Final Averaging Date or the Maturity Date) then the Issuer may determine to take action to take account of the disruption, or can delay the calculation to the next Scheduled Business Day on which there is no Market Disruption Event. However, if the next 10 Scheduled Business Days are all affected by a Market Disruption Event, then the Issuer will make a good faith determination, acting in a commercially reasonable manner, of the calculation which would have applied for the original date. The Issuer will notify you of a Market Disruption Event as soon as practicable and in any event within 5 Business Days. Please refer to clause 6.2 "Market Disruption Events" of the Terms of this PDS.

In some circumstances these events could also be classified as Early Maturity Events and lead to Early Maturity of the Units. Please refer to clause 6 "Adjustment Events and Market Disruption Events" of the Terms.

### **Early Maturity**

The Issuer can determine an Early Maturity Date for specific events for example disruptions to the Issuer's hedging arrangements such as where the hedging arrangements



are suspended or terminated (whether due to the Hedge Counterparty's insolvency or any other reason) and where an Investor fails to make a payment of Prepaid Interest and Hedge Cost when due and the Investor has not remedied the failure within the period specified in the notice of failed payment from the Lender. Other examples of Early Maturity Events include where tax costs increase, a Change of Law occurs, it becomes illegal for the Issuer to perform its obligations, investor insolvency, the Calculation Agent cannot calculate (and, where there is a third party Calculation Agent, does not continue to calculate) the Reference Asset Value and an appropriate replacement cannot be found, or there is an Adjustment Event or Market Disruption Event which the Issuer nominates as an Early Maturity Event under clause 6 "Adjustment Events and Market Disruption Events" of the Terms. See Section 12 "Terms of the Deferred Purchase Agreement" for more information.

The Issuer will determine the Early Maturity Value, acting in good faith and a commercially reasonable manner, and Investors will almost certainly receive a different amount from what they would have received if an Early Maturity Event had not occurred and they had held the Units to Maturity. Investors could receive a lower amount than the Investment Amount paid for Units or receive returns that are lower than the performance of the Reference Asset or Reference Asset Value.

### **Withdrawals and liquidity**

There is no established market for trading the Units.

Investors may not be able to realise their investment prior to the Maturity Date. The Issuer can reject an Investor's Issuer Buy-Back Request or restrict when they withdraw. Generally, the Issuer would only reject or defer an Issuer Buy-Back Request if it is unable to adequately unwind its own hedging arrangements. The Issuer determines the Buy-Back Price, acting in good faith and a commercially reasonable manner, and Investors will almost certainly receive a different amount from what they would have received if they held the Units to Maturity. Investors could receive a lower amount than the Investment Amount they paid or receive returns that are lower than the performance of the Reference Asset.

Investors can contact the Issuer for estimates of the Buy-Back Price in the few weeks prior to each Buy-Back Date.

### **Counterparty risk of Issuer**

If the Issuer goes into liquidation or receivership or statutory management or is otherwise unable to meet its debts as they fall due, the Investor could receive none, or only some, of the amount invested. The Issuer is a special purpose vehicle established to issue Deferred Purchase Agreements and other structured products. Investors' should not seek to rely on the creditworthiness of the Issuer.

The Issuer will enter into the Hedge Agreements with the relevant Hedge Counterparties. Therefore, a relevant factor for the assessment of counterparty risk relevant to the Units is the financial strength of the Issuer and the relevant Hedge Counterparty (as Investors will have credit exposure to the creditworthiness of a Hedge Counterparty through the relevant Hedge).

Investors can assess the ability of the Issuer to meet its counterparty obligations by reviewing its financial information. A copy of the financial statements is available free of charge on request from the Issuer.

### **Hedge Counterparty risk**

The Issuer will ensure that all Hedge Counterparties have a credit rating of at least investment grade. The Issuer will select Hedge Counterparties that are willing to enter into the Hedge on terms described in this PDS and provide competitive pricing.

A credit rating of investment grade is a medium to high credit rating, and is generally accepted to mean that there is relatively low to moderate credit risk associated with the entity or obligation being rated. Investors should note that a credit rating is merely an opinion by a credit rating agency as to the likelihood of the entity or obligations being rated experiencing an event of default. It is not a recommendation or opinion in relation to the particular Hedge Agreement or the Units, and investors should not rely on the credit rating in making a decision to buy, sell or hold the Units.

The Hedge Counterparty may be a U.S. entity which means that U.S. bankruptcy law may apply if the Hedge Counterparty goes bankrupt.

Investors should note that the Issuer maintains only one trust account and all money relating to all Units on issue is paid into that trust account

### **Cross-liability risk**

There are some circumstances in which events in relation to one Series will impact another Series. These are as follows:

1. if there is an event of default or potential event of default in respect of the Issuer or the Hedge Counterparty under the contract between the Issuer and one particular Hedge Counterparty which establishes the Hedge ("Hedge Agreement"), then the obligations of the other party under the Hedge Agreement can be suspended until the event of default or potential event of default ceases to exist. If an event of default or potential event of default occurs with respect to the Issuer under the Hedge Agreement, the Hedge Counterparty may be entitled to suspend its obligations under that Hedge Agreement for an indefinite period of time.

An event of default relating to the Issuer under one Hedge Agreement may be of a type that triggers an event of default or potential event of default relating to the Issuer under another Hedge Agreement and some events of default and potential events of default relating to the Issuer may be of a type that affects more than one Hedge Agreement, where this occurs, the Hedge Counterparty may be entitled to suspend its obligations under more than one Hedge Agreement with the Issuer.

In particular, if a bankruptcy event of default occurs with respect to the Issuer, then this will be an event of default under all the Hedges with a Hedge Counterparty and each Hedge Counterparty may suspend its obligations under all its Hedge Agreements or if a Default under Specified Transaction with a Hedge Counterparty occurs with respect to the Issuer, then this will be an event of default under all the Hedges with that particular Hedge Counterparty and such Hedge Counterparty may suspend its obligations under all its Hedge Agreements with the Issuer.

Any such suspension of the obligations of a Hedge Counterparty could materially adversely affect Investors.

2. a Hedge Agreement between the Issuer and a particular

Hedge Counterparty can be terminated, if there is an event of default in respect of the Issuer or the Hedge Counterparty or if certain specified termination events occur— payment obligations in relation to all transactions governed by that Hedge Agreement between those two parties are terminated, and a single net amount is calculated as due from one party to the other.

Under the arrangements with the Hedge Counterparties, each Hedge Agreement will be deemed to be a separate Hedge Agreement for each transaction (corresponding to each Series) and therefore each separate Hedge Agreement may be terminated only if an event of default or termination event occurs under that particular Hedge Agreement. However, some events of default and termination events relating to the Issuer may be of a type that affects more than one Hedge Agreement at the same time, or an event of default relating to the Issuer under one Hedge Agreement may be of a type that triggers an event of default relating to the Issuer under another Hedge Agreement and, where this occurs, then the Hedges for all Series (where the Issuer and the particular Hedge Counterparty are counterparties) and, depending on the type of the event of default, the Hedges for all Series with other Hedge Counterparties may be terminated by one or more Hedge Counterparties.

In particular, if a bankruptcy event of default occurs with respect to the Issuer, then this will be an event of default under all the Hedges and each Hedge Counterparty may terminate all its Hedge Agreements with the Issuer, or if a Default under Specified Transaction with a Hedge Counterparty occurs with respect to the Issuer, then this will be an event of default under all the Hedges with that particular Hedge Counterparty and such Hedge Counterparty may terminate all its Hedge Agreements with the Issuer.

If there is an event of default in respect of the Issuer, the Hedge Counterparty is not under any obligation to terminate any of the Hedges.

3. if a bankruptcy event of default occurs relating to the Issuer, the Hedge Counterparty may set off any obligations of the Issuer owing to that Hedge Counterparty (under the Hedge Agreement or otherwise) against any obligations of the Hedge Counterparty owing to the Issuer (including under other Hedge Agreements in respect of other Series. This right of set-off may be effected before or after termination of the Hedge Agreement. These rights of set off are in addition to statutory rights of set off of the Hedge Counterparty in the case that the Issuer is an insolvent company that is being wound up.

If a Hedge Agreement is terminated then one single termination amount (called the close-out amount) will be calculated as due from one party to the other under that Hedge Agreement. If a particular Hedge Counterparty elects to terminate more than one Hedge i.e. Hedges for more than one Series (where the Issuer and the particular Hedge Counterparty are counterparties) across all or more than one outstanding transaction between the Issuer and that Hedge Counterparty, a close-out amount would be calculated as due from one party to the other separately under each Hedge Agreement. If a bankruptcy event of default occurs in respect of the Issuer, the Hedge Counterparty has the right to set off any amounts it owes to the Issuer against any other

amounts the Issuer owes the Hedge Counterparty whether under one or more Hedge Agreement for one or more Series. However, the Issuer will ensure that there is never a net amount owing from them to the Hedge Counterparty under the Hedge Agreement.

The close-out amount calculation in respect of the Hedge for a particular Series is likely to be less than the Final Value for that Series, may be less than the Issue Price for that Series and may even be zero.

### **Additional Information**

Prior to the Settlement Date, the Issuer may receive, depending on the performance of the Reference Asset, a payment from the Hedge Counterparty which will be used to pay the Final Coupon and Final Value owing to Investors.

The Delivery Assets received from the Hedge Counterparty or, in the case that cash was received from the Hedge Counterparty, Delivery Assets purchased with this cash, can be delivered to Investors in accordance with the PDS.

If the Issuer defaults under the DPA of a Series, this may also be a default under the Hedge (for example, if the Issuer is insolvent). If this is the case, the Hedge Counterparty will have the right (but not the obligation) to terminate the Hedge and calculate the termination value of the Hedge. This termination value may be significantly less than the Issue Price and may be zero. This means that Investors may receive zero and lose their Prepaid Interest and Hedge Costs.

### **Cross-default under the Hedge for another Series**

There is a separate Hedge for each Series and, except in the case of an insolvency event, the right to set off and net payments applies separately to the Hedge for each Series. However, if there is an insolvency event (in relation to either the Issuer or the Hedge Counterparty) under a Hedge, then the Hedges for all Series may terminate and the relevant Hedge Counterparty and the Issuer will have the right to set off and net the amounts payable on termination across the Hedges for all Series (where the Hedge Counterparty is the counterparty). The Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge. The Hedge Counterparty's right to set off and net will apply before the rights that an investor has and therefore may adversely affect the amount that is recoverable. This means that Investors may receive zero and lose their Prepaid Interest and Hedge Costs and any fees paid.

The Issuer may have a number of different Hedges (i.e. for a number of different Series) with one Hedge Counterparty. In this case, the Issuer defaults under one of the Hedges only and the relevant default is a default under the other Hedges with that Hedge Counterparty, the Hedge Counterparty has the ability to elect whether to terminate all the outstanding Hedges, or whether to suspend any payment or delivery obligations the Hedge Counterparty owes. Although the Hedge Counterparty cannot net across all the Hedges (unless the Issuer is insolvent), the early termination or payment suspension of all Hedges outstanding with that Hedge Counterparty may adversely impact the return Investors in those affected Series may receive. The Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge, which reduces the risk of such cross default. Similarly, if the Hedge Counterparty defaults under one Hedge only, the Issuer has the ability to elect to terminate all

outstanding Hedges with that Hedge Counterparty or suspend its obligations to the Hedge Counterparty.

### **Tax Neutrality**

Any tax liabilities incurred by the Issuer could impair the Issuer's ability to satisfy its obligations under the Units. The Issuer expects that it will be in a position to pay all tax debts as and when they fall due, without adversely affecting the Issuer's ability to satisfy its obligations under the Units.

### **Calculation Agent Risk**

Investors in the Units are exposed to the risk that if a third party is appointed as the Calculation Agent, the Calculation Agent cannot or does not continue to calculate, or where the Issuer is the Calculation Agent, the Calculation Agent is unable to calculate the Reference Asset Value. If this occurs, and an appropriate replacement cannot be found in the appropriate time, the Issuer may deem this to be an Early Maturity Event. At this point, the Investors will be required to repay their Loan.

Because the Loan is limited recourse, the Lender cannot take action against the Investors to recover any amount beyond the Investor's interest in the Units (including without limitation, any corresponding Coupons, Delivery Assets or Sale Monies).

### **Recourse by Investors is limited to each Series**

Investors in any one Series are limited in their recourse against the Issuer (for example, if the Issuer defaults under the Units or the PDS) to only the secured property of that Series. Otherwise, Investors have no right of recourse against the Issuer whatsoever.

### **No Investigation**

No investigation or review of the Reference Asset or, where the Reference Asset is an index or has exposure to an index, the underlying securities comprised in the Reference Asset from time to time or the issuers of such securities, including without limitation, any public filings made by the issuers of the underlying securities have been made by any person for the purposes of forming a view as to the merits of an investment referenced to the Reference Asset. Where the Reference Asset is an index or has exposure to an index, there is no guarantee or express or implied warranty in respect of the selection of the underlying securities comprised within the Reference Asset or the methodology of calculating the Reference Asset made. Investors should not conclude that the sale by the Issuer of the Units is any form of investment recommendation by it or any of its affiliates.

You will not receive any dividends or distributions on the Delivery Assets or the securities making up the Reference Asset during the Investment Term. In addition you will not have voting rights or any other rights that you may otherwise have if you were the holder of the Delivery Assets, Reference Asset or the securities making up the Reference Asset during the Investment Term.

## **8.2 GENERAL RISKS**

### **General market risk**

The performance of the Reference Asset will largely determine the market price of the Units. Where the Reference Asset is an index, the market price of the securities or commodities that comprise the Reference Asset and other interrelated and complex factors and general risks applicable to financial

markets on which those securities or commodities will be traded (such as investor confidence and present and expected future global economic conditions) will be relevant as well.

### **Change of Issuer**

Under the Terms of the Units, the Issuer has the right to transfer its rights and obligations under this PDS and the Terms provided it is not unfair to Investors (as defined in Section 12BG of ASIC Act).

### **Change of Lender**

The Lender may assign or transfer the Loan and any or all of its rights and obligations under the Loan Agreement at any time during the Investment Term provided it is not unfair to Investors (as defined in Section 12BG of the ASIC Act). If the Lender assigns or transfers the Loan during the Investment Term, the terms of the Loan will not change, and the Loan will continue to be a limited recourse Loan.

### **Tax Risk**

The expected tax implications of entering into and exiting of the Units at Maturity may change as a result of changes in the taxation laws and interpretation of them by the Australian Tax Office ("ATO"). Please refer to Section 10 "Taxation" of this PDS for a more detailed description of the taxation of the Units and obtain independent advice that takes into account your specific circumstances.

### **No claim against underlying asset**

You do not have any interest in or rights to the Reference Asset to which the Units relate. Any claim against the Delivery Assets only arises after Maturity and upon taking physical delivery of them.

### **Interest Rate Risk**

You are exposed to the movement of interest rates whenever you redeem, transfer or sell your Units prior to the Scheduled Maturity Date. Movements in interest rates will have an impact upon the value of Units. As interest rates move upwards, the value of the Units generally fall.

### **Settlement Risk**

Upon purchasing the Units, you assume settlement risks relating to the Issuer failing to deliver the Delivery Assets. The Issuer believes this risk is remote however a delay in delivering the Delivery Parcel and/or Sale Monies could occur.

### **Compounding of risks**

An investment in the Units involves risks and should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Reference Asset, and the terms and conditions of the Units as contained in the PDS.

More than one risk factor may have simultaneous effects with regard to the Units such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Units.

### **Break Costs**

The Issuer may deduct Break Costs in relation to Early Maturity (whether following an Early Maturity Event or Issuer Buy-Back).



The Break Costs will form part of the calculation of the amount you will receive if your Issuer Buy-Back request is permitted or if an Early Maturity Event occurs. Break Costs include all costs, expenses and losses reasonably incurred by the Issuer as a result of the determination of an Early Maturity Date, Buy-Back Date or other early termination, unwinding of any hedge position entered into in connection with the Units, or any loss of bargain. Break Costs could be significant and may not be in your favour. Break Costs will depend on the economic value the Issuer achieves on the unwinding of its hedge position (i.e. the amount it achieves on the sale or unwind of the options that underlie the Units). The economic value the Issuer achieves will be reliant on several factors including but not limited to market liquidity, volatility, interest rates, market prices, foreign exchange rates, and the time to Maturity. The economic value that the Issuer achieves may be minimal or nothing, in which case the amount of the Break Costs may mean that the Investor receives nothing on Early Maturity.

The impact of these factors is largely unknown and is dependent on movements in financial markets. Investors and their advisers can contact the Issuer and request an estimate of the Buy-Back Price (including Break Costs) that would apply to Units in the few weeks leading up to each Buy-Back Date. The Issuer will provide estimates of Buy-Back Prices (which will include Break Costs) to investors when it is able to accurately value the Units to enable them to determine the likely Buy-Back Price if the Investor requests an Issuer Buy-Back. However, the actual Buy-Back Price at which the Issuer will buy-back your Units will not be known at the time an Issuer Buy-Back request is made and may be significantly less than the estimate provided.

Investors should also note that they will be required to repay the Loan on an Issuer Buy-Back. The Issuer will provide the Investor with an estimate of the amount outstanding on the Loan, calculated by the Issuer acting in good faith and in a commercially reasonable manner, and subject to interest rates, liquidity, Loan Break Costs and other relevant factors, upon request from the Investor. If the Investor does not repay the Loan before the Buy-Back Date, the Buy-Back Price will be applied towards repayment of the Loan.

However, as the Loan is a limited recourse Loan, the Lender cannot take action against the Investors to recover any amount beyond the Investor's interest in the Units and any assets of the relevant Investor Trust (including without limitation, any corresponding Coupons, Delivery Assets or Sale Monies). In the case of Early Maturity or Issuer Buy-Back, Investors will not receive a refund of the Prepaid Interest and Hedge Costs or any Adviser Fee (if any) paid.

### **Derivatives risk**

Derivatives (such as swap agreements, Deferred Purchase Agreements, options, futures, forward rate agreements and forward foreign exchange contracts) may be utilised by the Issuer to manage risk or to gain exposure to individual securities, currencies and investment markets. Risks associated with using derivatives include the value of the derivative failing to move in line with the underlying asset, potential illiquidity, and counterparty risk (this is where the counterparty to the derivative contract cannot meet its obligations under the contract). Should any of these events occur, it is likely to adversely impact the value of your Units prior to Maturity.

### **Regulatory risk**

The following risks may apply when investing in the Units:

- characteristics of the Units may change;
- taxation, superannuation and other laws and their interpretation are subject to continual change and may affect the tax implications or other characteristics of your investment;
- investors, particularly superannuation fund trustees, must be satisfied that the Units are a permissible investment and suitable for their superannuation fund;
- there may be different tax consequences for different Investors compared to investing directly in underlying investments;
- there may be different tax consequences for Investors investing directly in the Reference Asset and those investing through an Investor Directed Portfolio Service operator;
- the Units could be, by regulation, deemed not to be securities but another class of financial product;
- the Reference Asset could be terminated or cease to exist; and
- the Issuer's hedging arrangements could be adjusted, amended or terminated.

### **Managing your risks**

You can always help manage risks. Importantly, you can manage risk by:

- obtaining professional investment advice to determine whether the Units suit your investment objectives, financial situation and particular needs;
- reading all the information in this PDS before investing in the Units and making sure you understand what it is you are investing into;
- obtaining professional investment advice concerning a suggested minimum investment timeframe for the Units.

Please note, however, that investing for the suggested minimum investment timeframe does not entirely eliminate the risk of loss, although the Loan is limited recourse to your interest in the Units and any assets which replace the Units (including without limitation any associated Coupons, Delivery Parcel or Sale Monies). You should note that the amount of the Prepaid Interest and Hedge Cost and Adviser Fee (if any) are at risk as there is no guarantee that returns on the Units will be in excess of the Prepaid Interest and Hedge Costs and Adviser Fees (if any) paid. You should consider your investment in light of your investment objectives, financial situation and particular needs.

## 9. PARTIES TO THE OFFER

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### ASX 200 INVESTMENT UNITS SERIES 1

#### ***Issuer***

Tailored Investment Solutions Pty Ltd (ACN 169 320 905) is the Issuer of Units. Tailored Investment Solutions has its registered office address at Level 6, 54 Miller Street North Sydney NSW 2060, North Sydney 2060. The Issuer was incorporated in Australia in 2014 for the purpose of issuing Deferred Purchase Agreements (including the Units under this PDS) and other financial products (it has no other business activities). All major administration functions, such as registry are outsourced to third party providers.

#### ***Arranger***

Valuestream Investment Management Limited ACN 094 107 034 holds an Australian Financial Services License (#246621) which enables it to operate a financial services and funds management business. It acts as the independent responsible entity or trustee for a range of registered and unregistered managed investment scheme. These are offered to both wholesale and retail investors.

The Board and responsible managers of Valuestream Investment Management Limited have extensive funds management and financial services experience.

#### ***Registrar***

Link Market Services Limited (ABN 54 083 214 537) (“Link”) a provider of registry services to financial market participants in Australasia. Link offers a variety of services to its client base including capital markets, company secretarial services, meeting and telephone services, managed fund outsourcing, investor relations and advisory services. The Issuer has appointed Link to provide services including investor interface, registry, and investment statements. The Issuer maintains strict controls, including detailed and regular reporting processes.

#### ***Custodian and Acceptor***

TIS Nominees No.1 Pty Ltd ACN 611 674 214 is the Acceptor in relation to the ASX 200 Investment Units Series 1 and has been appointed under the Custody Deed to act as Custodian.

The primary role of the Custodian is to hold the Units referable to an Investor (and any assets of the relevant Investor Trust including without limitation any Coupons, Delivery Parcel or Sale Monies in relation to those Units) on trust for the relevant Investor. The Custodian charges all of its future rights, title and interest in the relevant Units and the assets of the relevant Investor Trust to the Lender to secure the repayment of the Loan Amount by the relevant Investor. Please refer to Section 11 “Additional Information” for summaries of the Custody Deed and Investor Security Deed.



## 10. TAXATION

This summary provides a general outline of the main Australian income tax, goods and services tax, and stamp duty implications arising for an Investor who:

1. intends to hold the Units until Maturity and to take delivery of the Delivery Assets which are related to their Units post Maturity (i.e., without using the Agency Sale Option) and repay the Loan Amount by the Maturity Date;
2. will hold the Units and the Delivery Assets in their own capacity on capital account; and
3. is an Australian resident operating from Australia for the purposes of this investment.

Investors who:

1. are engaged in a business of trading or investment of securities who acquire the Units for the purpose of resale at a profit; or
2. are banks, insurance companies, tax exempt organisations, or superannuation funds,

may be subject to special or different tax consequences peculiar to their circumstances which are not discussed in this section.

This summary does not discuss taxation consequences of early withdrawal (i.e. where an Investor does not hold their Units until the Maturity Date, such as under the Annual Walk Away Option). Investors should seek their own professional taxation advice in relation to the taxation consequences of an early withdrawal.

Additionally, the tax discussion outlined here is not relevant to an Investor who assigns their Units to a third party prior to Maturity or does not intend to receive delivery of the Delivery Assets.

The taxation of Investors who invest in the Units through a platform will be affected by the arrangements governing the platform. Such Investors should refer to the information provided by that platform provider in relation to the tax implications of investing through the platform.

The following discussion is based on Australian law and administrative practice as at the date of this PDS. Investors should be aware that the ultimate interpretation of taxation law rests with the Courts and that the law, and the way the Commissioner of Taxation ("Commissioner") and state and territory revenue authorities administer the law, may change at any time. The Australian Taxation Office is currently examining certain features of deferred purchase agreements. As a result of this review process, there may be changes to the tax outcomes of investing in deferred purchase agreements. At this stage, we do not have a clear indication of what these changes (if any) may involve.

This statement is necessarily general in nature and does not take into account the specific taxation circumstances of each individual Investor. The Australian Taxation Office actively encourages issuers of financial products to apply for a product ruling for financial products before offering products to the public. A product ruling was not sought for this product. It is also possible for investors to obtain certainty regarding the tax treatment of this product by applying for a private ruling from the Australian Taxation Office. Investors should seek independent professional taxation advice in relation to their own particular circumstances before making any investment decision, including whether it is appropriate to apply for a

private ruling regarding the tax treatment of this product.

References in this section to the "1936 Act" and the "1997 Act" are references to the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth), respectively.

Baker & McKenzie is not involved in the marketing of Units and its role should not be interpreted to mean that it encourages any party to invest.

### 10.1 COUPON PAYMENTS

The coupon payments received should be characterised as ordinary income and should be included in the Investor's assessable income in the income year they are received by an Investor.

### 10.2 DELIVERY OF DELIVERY ASSETS

In making an investment in the Units, an Investor has contracted to purchase from the Issuer the Delivery Assets.

In *Taxation Determination TD 2008/22*, the Commissioner states that an Investor's contractual right in respect of their Unit constitutes a discrete CGT asset and, consequently, CGT event C2 happens on the ending of the right at Maturity (i.e. at the time of delivery of the Delivery Assets) to the Investor. An Investor makes a capital gain on Maturity equal to the capital proceeds less the Investor's cost base in the Unit. The capital proceeds should include the market value of the Delivery Assets (determined at the time) plus any fractional amount paid in cash.

An Investor's cost base in a Unit should include:

1. the money the Investor pays to acquire the Unit (i.e. the Issue Price);
2. the incidental costs of acquisition and disposal (e.g. the Adviser Fee); and
3. the costs of ownership of the Unit (e.g., Prepaid Interest and Hedge Costs which an Investor incurs as a result of borrowing funds to acquire the Unit where the Prepaid Interest and Hedge Costs are not otherwise allowable as a tax deduction).

Investors may make a capital loss equal to the Investor's reduced cost base in the Units less the capital proceeds. The reduced cost base of a Unit should include 1 and 2, but not 3 (referred to above).

### CGT discount provisions

Capital gains made by resident individuals or trusts regarding assets held for at least 12 months (excluding the dates of acquisition and disposal) that are assessed under the CGT provisions in Part 3-1 of the 1997 Act can qualify for CGT discount treatment, under which any capital gain is discounted by 50%. For complying superannuation funds and complying superannuation/first home saver account assets of life insurance companies, the discount is 33 1/3%. Companies do not qualify for this discount.

An Investor is required to first apply any prior year or current year capital losses against the full capital gain before applying this CGT discount to the remaining net amount.

For these purposes, an Investor is considered to have acquired their rights in a Unit on the day they enter into the Unit. CGT event C2 happens when the Delivery Assets are received. As such, an Investor that holds the Unit until Maturity should satisfy this 12 month holding period.

### 10.3 HOLDING OF DELIVERY ASSETS

The usual consequences of share ownership apply in respect of holding the Delivery Assets. For example:

1. Dividends paid on the Delivery Assets (grossed up for any franking credits) are assessable, and Investors may, depending on their personal circumstances, be entitled to tax offsets for any franking credits attached to the dividends.
2. Tax File Number ("TFN") withholding (currently imposed at a rate of 49%) will be required to be deducted from the unfranked portion of dividends paid on the Delivery Assets unless Investors quote their TFN or, where applicable, their Australian Business Number ("ABN") or exemption details.

### 10.4 Disposal of Delivery Assets

The Delivery Assets are also CGT assets. Each Delivery Asset is taken to be acquired by the Investor at the time it is delivered to the Investor. Any subsequent disposal of the Delivery Assets by an Investor should constitute a CGT event at the time the contract for disposal is executed.

An Investor should be assessed on any capital gain made from the CGT event. The capital gain should be the difference between the capital proceeds received on disposal less the cost base which the Investor has in the Delivery Assets. If the capital proceeds received by an Investor are less than the reduced cost base that the Investor has in the Delivery Assets, then the Investor should make a capital loss. Capital losses can be offset against taxable capital gains made by an Investor but not against other types of income.

The capital proceeds which an Investor receives will be the cash or other property the Investor receives or is entitled to receive when the Investor disposes of the Delivery Assets.

If the delivery of the Delivery Assets is a CGT event (as per *TD 2008/22*), then the Investor's cost base in the Delivery Assets should be their market value at the time of delivery.

### CGT discount provisions

An Investor that is a resident individual may claim the benefit of the CGT discount (as described above) on any capital gain made on the disposal of the Delivery Assets where they have held the Delivery Assets for more than 12 months (excluding the acquisition and disposal dates). In *TD 2008/22* the Commissioner has stated that for CGT purposes an Investor acquires the Delivery Assets at the time of delivery. Accordingly, the Commissioner's view is that the 12 month holding requirement will be counted from this date, and will not include the period during which the Units were held.

### 10.5 AGENCY SALE OPTION

At Maturity an Investor can choose to accept delivery of the Delivery Assets or alternatively enter into the Agency Sale Option. The capital gains tax consequences of an Investor using the Agency Sale Option are the same as outlined above in relation to the consequences of an Investor selling Delivery Assets which they received on Maturity, except that the Delivery Assets will have been sold in very short succession after taking delivery.

### 10.6 INVESTMENTS ON REVENUE ACCOUNT

If an Investor purchases a Unit and does not have an intention to hold the Unit, and the Delivery Assets which they may acquire under the Unit, for capital purposes, then an Investor

may be required to treat any gain or loss made (e.g. from using the Agency Sale Option) as arising on revenue account and brought to account as ordinary income or a deductible loss, rather than under the CGT provisions as described above. In such a situation the Investor would not be entitled to the CGT discount on any gain.

### 10.7 EARLY TERMINATION

In the case of Early Maturity, Issuer Buy-Back, Annual Walk Away or Early Termination, there is a risk that any gain will be assessed as ordinary income in which case the Investor will not qualify for the concessional CGT rules. This will depend on the circumstances in which these events occur.

### 10.8 SECURITY

A Unit should not be characterised as either a "qualifying security" for the purposes of Division 16E of the 1936 Act or a "traditional security" for the purposes of sections 26BB and 70B of the 1936 Act. This is because a Unit is a contract for the delivery of the Delivery Assets and is not therefore a "security" as defined for the purposes of these provisions. The ATO's view is that a Deferred Purchase Agreement that has sufficient "debt-like" obligations may qualify as a "security", however, the ATO has nevertheless ruled that capital protected Deferred Purchase Agreements that pay coupons are not sufficiently debt-like. Accordingly, those provisions should not apply to a Unit acquired by an Investor.

### 10.9 ADVISER FEES

These fees are an incidental cost of acquiring the Units and should generally be included in an Investor's tax cost base in the Units for the purposes of calculating the Investor's capital gain on Maturity and delivery of the Delivery Assets.

### 10.10 PREPAID INTEREST AND HEDGE COST DEDUCTIONS

Investors should seek their own independent advice as to their own individual ability to deduct any Prepaid Interest and Hedge Costs, and borrowing expenses related to borrowings to fund an investment in a Unit.

As a general rule, the Prepaid Interest and Hedge Costs should be deductible as the liability accrues, to the extent that they were incurred in gaining or producing assessable income. However, this general rule is subject to various qualifications.

Relevantly, if the assessable income (other than capital gains) from an investment is exceeded by the related deductible expenses (e.g. Prepaid Interest and Hedge Costs), the Commissioner may focus on the Investor's purpose for undertaking the investment. If the deficit can only reasonably be explained by reference to factors such as the reduction of tax or the making of a capital gain, the Commissioner may treat the deficit as not being deductible. As a practical matter, the relevant question is whether, at the time the investment was entered into, it was reasonably likely the income (other than capital gains) from the investment would exceed the related deductible expenses. The Commissioner has been known to take the view that any dividends paid on the Delivery Assets after they are delivered may not be taken into account in determining whether an investor's interest expense is likely to exceed any interest deductions. This is on the basis that the investment in a Deferred Purchase Agreement is distinct from the subsequent investment in the Delivery Assets. The

Commissioner has also been known to apply a “hindsight” approach, whereby interest deductions are limited to the amount of income in fact derived during the same income year (regardless of the Investor’s expectations). We recommend that Investors discuss the availability of deductions with their tax advisers prior to claiming any income tax deduction. Please also refer to the comments below in relation to the general anti-avoidance rules.

Prepaid Interest and Hedge Costs that are non-deductible will be included in the cost base of the Units, but will not be included in the reduced cost base of the Units, as described under the heading “Delivery of Delivery Assets” above, and so will not give rise to any capital loss.

Division 247 of Part 3-10 of the 1997 Act provides specific rules for the tax treatment of interest on money borrowed as part of a “capital protected product” which relates to the acquisition of a beneficial interest in shares, units or stapled securities. The rules arguably do not apply to an investment in Deferred Purchase Agreements, particularly if the Commissioner’s view described above applies, however, this is untested. Investors that borrow to invest should confirm whether or not the money borrowed is a “capital protected borrowing” as defined by Division 247 and caught by these rules. If it is, Division 247 may apply to deny a deduction for a portion of the interest and other expenses incurred in relation to the loan if, for the relevant income year:

1. the aggregate of the interest on the amount borrowed plus amounts paid for capital protection as part of the arrangement;
2. exceeds the total interest that would have been incurred for the year if the interest rate on the amount borrowed had been the Reserve Bank of Australia’s Indicator rate for Standard Variable Housing Loans plus 1.00% (as determined when the interest rate is fixed – or, if the interest rate is variable, the average of the rates during the variable interest rate period).

If 1 exceeds 2, the excess amount is not deductible (but is instead capitalised into the cost base of a notional asset).

Investors should also be aware that certain timing rules exist where an Investor prepays an expense, and the expense is deductible to the Investor. As a rule, interest prepaid on money borrowed to acquire a Unit would likely be caught by these prepayment rules, which have the effect of spreading the interest deduction over the interest period to which it relates, rather than being deductible upfront.

### 10.11 SHORTFALL IN LOAN REPAYMENT

Where there is a shortfall in repayment of the Loan, the ATO may take the view that there is an effective recoupment of part of the cost of the Units or Delivery Assets, or further consideration for their disposal, and reduce any capital loss or increase any capital gain accordingly.

### 10.12 PART IVA OF THE 1936 ACT

Part IVA of the 1936 Act includes the general anti-avoidance regime for income tax. Broadly, Part IVA can apply to an Investor’s investment if any party has entered into this arrangement for the dominant purpose of enabling the Investor to obtain a tax benefit. A tax benefit can include deferring the recognition of assessable income to a later year of income, converting an assessable income amount into a discount

capital gain or converting non-deductible cost into deductible costs.

An Investor in this product may obtain a tax benefit. Part IVA may apply where, viewed objectively, an Investor would be taken to have borrowed money or invested in this product with the dominant purpose of obtaining a tax benefit. This depends on the circumstances of each Investor. Depending on the profile of the Investor, the Commissioner may need to weigh the commercial advantages of borrowing money and investing in the Unit – including those set out in this PDS – against any tax benefits obtained.

Investors should discuss the potential application of Part IVA with their own tax adviser.

We have been made aware that the Australian Taxation Office is approaching various issuers of structured products seeking details of the terms of the products they have issued (including DPAs) and is generally investigating the tax implications of DPAs. As a result of this Australian Taxation Office review and consultation process, there may be changes to the tax outcomes on leveraged DPAs. At this stage, we do not have an indication of what these changes (if any) will involve. Recent favourable product rulings issued by the Commissioner somewhat mitigate the risk of the Australian Taxation Office developing an adverse position towards products such as that presently at issue.

It should be noted however that there is a risk that the ATO would seek to deny deductibility of any interest on the Loan, on the basis that the Loan and Units amount in substance to the purchase of an exotic call option (or series of options), the premium(s) for which would be likely to be a non-deductible capital cost to an investor holding their investment on capital account.

Alternatively, the Australian Taxation Office may consider that any Coupons constitute a non-assessable return of capital to the Investor, and that interest deductions (if available at all) should therefore be restricted.

As noted above, interest that is non-deductible will be included in the cost base of the Units, but will not be included in the reduced cost base of the Units, as described under the heading “Delivery of Delivery Assets” above, and so will not give rise to any capital loss. Having regard to the Australian Taxation Office’s approach in relation to interest deductibility and the operation of Part IVA, **an Investor should ensure that they are comfortable making an investment in Units on the basis that no deduction (or capital loss) will be available** in respect of interest incurred on the Loan if the ATO seeks to deny any such deduction.

### 10.13 TAXATION OF FINANCIAL ARRANGEMENTS

Division 230 of the 1997 Act contains the final stages of the taxation of financial arrangements (“TOFA”) reforms. There are a number of exclusions from TOFA. Specifically, the TOFA rules should not apply to superannuation entities with assets of less than \$100 million or individuals that hold a Unit since the Unit is not regarded as a ‘qualifying security’ (refer to the above discussion), unless the Investor elects otherwise. Other Investors should seek their own advice as to the possible application of the TOFA regime to their investment in a Unit.

## **10.14 TAX NEUTRALITY**

The Issuer has sought independent legal advice in relation to the tax treatment of its activities. The Issuer expects that it will be in a position to pay all tax debts as and when they fall due, without adversely affecting the Issuer's ability to satisfy its obligations under the Units.

## **10.15 STAMP DUTY**

Stamp duty will not be payable on the issue or transfer of the Delivery Assets or on the issue or transfer of a Unit provided that at all times the Delivery Assets are interests in local ASX listed companies that are quoted on the Australian Securities Exchange and/or shares in overseas companies that are exchange-traded funds at all relevant times (including for example the dates of issue of the Units and transfer of the Delivery Assets) and the Delivery Assets will not represent 90% or more of the issued capital of any of the issuing companies.

The Investor Security Deed could be subject to mortgage duty in New South Wales if any of the Charged Property is property taken to be located in New South Wales. This can include, for example, rights under the Units where the Investor is a resident in New South Wales.

The Custodian (being the "Grantor" under the Investor Security Deed) is statutorily liable to pay mortgage duty. However, under the Custody Deed, the Investor can be required to indemnify the Custodian for any Taxes (including duty) that is assessed against the Custodian as custodian. Mortgage duty is calculated at a rate of up to 0.4% on the amount of the advance secured over the Investment Term. We note that mortgage duty is scheduled to be abolished from 1 July 2016.

Notwithstanding the above, if stamp duty becomes payable by the Issuer in connection with the terms of this PDS or as a consequence of, or in connection with the purchase, sale or transfer of, or the Maturity of the purchase and sale of the Delivery Assets or the Units, then the Issuer can under the terms of this PDS require an Investor to pay such stamp duty.

## **10.16 GOODS AND SERVICES TAX ("GST")**

The sale and acquisition of shares (including a right to acquire shares) is likely to be an input taxed financial supply and as a result no GST should be payable in respect of the acquisition of the Delivery Assets or the Units.

If GST becomes payable by the Issuer in connection with the terms of this PDS or as a consequence of, or in connection with the purchase, sale or transfer of, or the Maturity of the purchase and sale of the Delivery Assets or the Units, then the Investor can be required to pay an additional amount on account of such GST.

An Investor may not be entitled to input tax credits for GST paid on the acquisition of goods and services (for example, financial advisory services or brokerage) relating to the issue of the Units and acquisition and / or subsequent sale of the Delivery Assets. This will depend on the Investor's personal circumstances.



# 11. ADDITIONAL INFORMATION

## 11.1 WHAT ARE THE UNITS?

Each Unit is a separate right to receive the Delivery Parcel and certain related rights under a Deferred Purchase Agreement as described in this PDS. A Unit is not an interest in a trust or other type of managed investment scheme, and the investment is not a direct investment in the Reference Asset or, for a Reference Asset that is an index, the securities making up the Reference Asset.

## 11.2 PREPARATION OF THIS PDS

You should also note that no person is authorised by the Issuer to give any information to Investors or to make any representation not contained in this PDS. In particular, none of the Issuer, Arranger, or any of their affiliates takes any responsibility for statements or actions of any distributor of the product or any financial adviser of an Investor. None of the Issuer, Arranger or any of their affiliates accepts any liability or responsibility for, and makes no representation or warranty, express or implied, as to the adequacy, accuracy or completeness of such information.

No representation as to future performance of the Reference Asset, the Delivery Assets or as to the future performance of assets, dividends or other distributions of any of the Reference Asset or Delivery Assets are made in this PDS or in any offer or invitation to subscribe for, sell or issue Units. The Issuer does not take into account labour standards or environmental, social or ethical considerations.

## 11.3 OBLIGATIONS OF THE ISSUER

The Units will constitute direct obligations of the Issuer. Please refer to Section 88 “Risks” under the headings “Counterparty risk of Issuer” and “Hedge Counterparty risk” for more details. Applications can be lodged at any time during the Offer Period for the Units, subject to the right of the Issuer to close the offer at an earlier date without prior notice. No cooling-off rights apply in respect of a purchase of the Units.

## 11.4 INVESTOR SECURITY DEED

Under this deed the Custodian (as “Grantor”) agrees to the Lender (“Secured Party”) taking a security interest over all of its rights, title or interests in, to or under the future property of that Investor Trust held by it as the trust fund in respect of that Investor Trust on or after the date of the Investor Security Deed including, without limitation:

- (i) the Units in respect of that Investor Trust;
- (ii) all rights and property interests attaching to or arising out of or otherwise in respect of the ownership of the Units in respect of that Investor Trust by the Grantor which are acquired by the Grantor after the date of this deed including any interest paid or payable in respect of the Units but excluding the Beneficial Interest in the Portion of the Delivery Assets; and
- (iii) amounts held in a deposit which are referable to that Investor Trust; and
- (iv) all the present and future right, title, benefit and interest of the Grantor in respect of that Investor Trust under, pursuant to or in connection with any bank account and the proceeds (within the meaning of the PPSA Law) of any such Charged Property to which the PPSA Law applies, but excluding the Beneficial Interest in the Portion of the Delivery Assets (the “Charged Property”).

The Charged Property is charged as security for the payment of:

- (i) all monies which the relevant Investor (or any Acceptor in respect of the obligations of the relevant Investor) is, or at any time may become, actually or contingently liable to pay to the Secured Party under or in relation to the Loan, the Investor Security Deed, the Custody Deed, this PDS and any other Transaction Document as agreed between the Grantor and Secured Party in connection with that Investor Trust;
- (ii) all monies which the Grantor is, or at any time may become, actually or contingently liable to pay to the Secured Party under the Investor Security Deed in connection with that Investor Trust; and
- (iii) any fees, costs, liabilities, taxes and expenses which the Secured Party incurs in connection with the Investor Security Deed including the costs of enforcement; (the “Secured Monies”)

and the due and punctual performance of all other obligations of the Grantor and each Investor under the Investor Security Deed, Custody Deed, PDS and any other Transaction Document as agreed between the Grantor and Secured Party (together with the Secured Monies, the “Secured Obligations”).

The Grantor may receive all distributions in respect of the Charged Property unless an Event of Default occurs and is permitted to give the direction in the Terms that Final Coupon payments will be made directly to the beneficiary of the Investor Trust. The Grantor must not create or allow to exist or agree to any Security Interest (other a permitted Security Interest specified in the Investor Security Deed) over or sell, assign or otherwise dispose of, deal with or part with possession of any of the Charged Property except to the extent permitted by the Secured Party.

The Investor must pay or repay the Secured Monies to the Lender in accordance with the Loan Agreement and the Terms. Once the Secured Monies in relation to an Investor Trust have been paid in full, the Grantor has satisfied its obligations under the Investor Security Deed and the relevant Investor satisfied its obligations under the Transaction Documents in relation to that Investor Trust, the Secured Party must discharge the Investor Security Deed in respect of that Investor Trust upon request of the Grantor.

The Investor Security Deed becomes enforceable in relation to an Investor Trust, immediately upon the occurrence of an Event of Default in relation to that Investor Trust or event resulting in Early Maturity however described whether in the Loan Agreement, the Terms, Investor Security Deed, Custody Deed or otherwise in this PDS (without the need for any demand or notice to be given to the Grantor or any or any other person). Upon the occurrence of an Event of Default in relation to an Investor Trust, the Secured Monies in relation to that Investor Trust are immediately due and payable without the need for any demand or notice to be given to the Grantor or any other person.

Events of Default under the Investor Security Deed include:

- (a) a failure by the Grantor or the Investor of that Investor Trust to perform or observe an obligation when due under the PDS, the Custody Deed or the Investor Security Deed, including, but not limited to any revocation or alteration of any direction under or required by the PDS, or;



- (b) a failure by the Investor of that Investor Trust to repay the Loan Amount when due and payable under the Loan Agreement, or where the Investor becomes insolvent or bankrupt, as set out in clause 5.3 of Section 12 “Loan Agreement” in the PDS; or
- (c) the occurrence of an insolvency event in relation to the Investor of that Investor Trust or the Grantor under the Custody Deed.

Upon the Investor Security Deed becoming enforceable, the Secured Party has wide powers including, but not limited to:

- (i) the power to do all acts and things and exercise all rights, powers and remedies that the Grantor could do or exercise in relation to the relevant Charged Property; and
- (ii) the power to take possession and assume control of the Charged Property, collect and get in and give receipts for the Charged Property and sell or agree to sell the Charged Property on terms the Secured Party considers fit. The Custodian acknowledges the Investor Security Deed and will follow the instructions of the Secured Party.

The Secured Party may assign its rights under the Investor Security Deed to any affiliate without the prior written consent of the Grantor (provided the assignment is not unfair within the meaning of Section 12BG of the ASIC Act). The Grantor may not assign any of its rights under the Investor Security Deed without the prior consent of the Secured Party.

Anything which must be done by the Grantor under the Investor Security Deed, whether or not at the request of the Secured Party, must be done at the cost of the Secured Party. Where the Grantor fails to act in accordance with the Investor Security Deed or to the satisfaction of the Secured Party, the Secured Party may do or cause to be done things which must be done by the Grantor under the Investor Security Deed, but is under no obligation to do so.

A copy of the Investor Security Deed can be accessed by contacting Tailored Investment Solutions on 1300 760 397 .

## 11.5 CUSTODY DEED

The Custody Deed is a deed poll entered into before the Commencement Date in favour of the Issuer and each Investor.

Under the Custody Deed, the Custodian holds each Unit (and any Coupon, Delivery Parcel or Sale Monies in relation to each Unit) on a separate trust for each Unit (an “Investor Trust”) for that Investor. Where the Agency Sale Option is used, the Investor Trust is the trust under which the Custodian (or its nominee) will hold the Delivery Parcel delivered to the Custodian (or its nominee) by the Issuer and the Sale Monies on trust for each Investor.

Each Investor Trust is a separate trust for each Unit and is separate from the trust on which the Custodian holds each other Unit (and the Custodian (or its nominee) holds any Delivery Parcel, or Sale Monies in relation to each Unit). Each Investor Trust is subject to the Investor Security Deed and is for the personal benefit of the relevant Investor.

The Custodian is only required to act, or not act, on proper instructions received from the Issuer and, in certain circumstances an Investor (“Proper Instructions”). The Custodian has no responsibility or liability for acting, or not acting, in accordance with Proper Instructions. If the Custodian receives a Proper Instruction from the Issuer to deal with any Unit (or Delivery Parcel or Sale Monies in relation to that

Unit) held under the Investor Trust, the Custodian must act in accordance with Proper Instructions unless, amongst other things, the Custodian considers that they conflict with the Transaction Documents, any applicable law or regulation or local market practice.

The Custodian has no liability under the Custody Deed to any person (including Investors) for any loss suffered as a result of any act or omission of the Custodian or any other person or any loss in connection with any Transaction Document or an Investor Trust, other than to the extent to which it is entitled to and does actually obtain an indemnity from the assets of the relevant Investor Trust.

The Custody Deed may be amended, however, that amendment will not affect the terms of any subsisting Investor Trust unless the Investor first consents to it or if, in the opinion of the Custodian, the amendment is to correct a manifest error or the amendment will not materially prejudice the Investor of the relevant Investor Trust or is made to comply with applicable law.

An Investor Trust terminates upon the Custodian ceasing to hold any property on the terms of that Investor Trust (other than on the appointment of a replacement custodian under the Custody Deed). This may occur when the Investor in respect of that Investor Trust obtains legal title to their Units or when all the Units held in an Investor Trust have been bought back by the Issuer following an Issuer Buy-Back or if the Investor elects to exercise the Annual Walk Away Option.

A copy of the Custody Deed can be accessed by contacting Tailored Investment Solutions on 1300 760 397.

## 11.6 CONSENTS

None of the parties referred to below have authorised or caused the issue of this PDS or make or purport to make any statement in this PDS (or any statement on which a statement in this PDS is based) other than as specified below.

**Baker & McKenzie, solicitors**, has given, and not withdrawn, its written consent to being named as having acted as solicitors to the Issuer in connection with the issue of the Units pursuant to this PDS. It has in that capacity, prepared the Terms of the Deferred Purchase Agreement and the Loan Agreement. Otherwise, Baker & McKenzie does not make any statement in, or take responsibility for any part of this PDS and has not authorised the issue of the PDS nor does any statement herein purport to be based on a statement made by Baker & McKenzie except for the Terms of the Deferred Purchase Agreement and the Loan Agreement.

Baker & McKenzie is not involved in the marketing of Units and its role should not be interpreted to mean that it encourages any party to invest.

**Baker & McKenzie, solicitors**, has given, and not withdrawn, its written consent to being named as having acted as tax adviser to the Issuer in connection with the issue of the Units pursuant to this PDS. It has in that capacity, been responsible for Section 10 “Taxation”, with the exception of the section therein headed “Tax Neutrality”. Baker & McKenzie does not make any statement in, or take responsibility for any part of this PDS other than Section 10 “Taxation” (other than the section headed “Tax Neutrality”), and has not authorised the issue of the PDS nor does any statement herein purport to be based on a statement made by Baker & McKenzie.

**TIS Nominees No.1 Pty Ltd** has given and not withdrawn its written consent to being named in the form and context in which it has been named (in particular, to being named as acting as Custodian and Acceptor) and to the descriptions of the Custodian and Acceptor in this PDS. TIS Nominees No.1 Pty Ltd does not make any statement in, or take responsibility for any part of this PDS and has not authorised the issue of the PDS nor does any statement herein purport to be based on a statement made by the Custodian and Arranger.

**Link Market Services Limited** has given and, as at the date of this PDS, not withdrawn its consent to the inclusion of statements regarding Link Market Services in this PDS in the form and context in which they are included and to be named as the Registrar in this PDS in the form and context in which it is named. It has not been involved in the preparation of any part of the PDS. It has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for any part of the PDS other than reference to its name and it takes no responsibility for the contents of the PDS. Link Market Services does not guarantee the success of the Units, the repayment of capital or any particular rate of capital or income return.

**Valuestream Investment Management Ltd** has given, and not withdrawn, its written consent to being named in the form and context in which it has been named (in particular, to being named as having acted as Arranger) and to the descriptions of the Arranger in this PDS. The Arranger does not make any statement in, or take responsibility for any part of this PDS and has not authorised the issue of the PDS nor does any statement herein purport to be based on a statement made by the Arranger.

## 11.7 SELF MANAGED SUPERANNUATION FUNDS

Self managed superannuation funds (SMSFs) are eligible to apply for the Units. SMSF trustees should note that SMSFs are subject to restrictions on borrowing and types of investments under the Superannuation Industry (Supervision) Act 1993 (SIS Act). However, under the SIS Act, a SMSF trustee is permitted to borrow money under an arrangement that relevantly has the following features:

- (i) the borrowing is used to acquire an asset;
- (ii) the asset is held on trust so that the SMSF trustee acquires a beneficial interest in the asset;
- (iii) the SMSF trustee has a right to acquire legal ownership of the asset by making one or more payments after acquiring the beneficial interest (for example, by repaying the borrowed amount);
- (iv) the lender's recourse against the SMSF trustee in the event of a default on the borrowing and related fees is limited to the rights relating to the asset at the relevant time. These rights may include taking possession of, or disposing of, the relevant asset; and
- (v) the asset must be one which the SMSF trustee is permitted to acquire and hold directly.

The SMSF trustee must also ensure that it complies with other investment restrictions, such as restrictions on in-house assets and acquiring certain assets from a related party of the SMSF. The SMSF trustee must also ensure that the investment in the Units is appropriate and complies with their investment strategy. **Trustees of SMSFs should seek their own advice as to whether an investment in the Units is an appropriate investment for their SMSF.**

## 11.8 WHY ARE SMSFS ELIGIBLE TO INVEST?

Section 11.7 above ("Self Managed Superannuation Funds") sets out the relevant requirements for SIS-compliant borrowing arrangements. This includes the requirement in (ii) *that the asset is held on trust so that the SMSF trustee receives a beneficial interest in the asset and (ii) that the SMSF trustee has the right to acquire legal ownership of the asset by making one or more payments after acquiring the beneficial interest.*

In this case, the Units are the relevant asset. The Units are held on separate trust (per Unit) for Investors by the issuer, and are not held directly by Investors. The Investor has a Beneficial Interest in the Units held for them by the Issuer. The Investor can obtain legal title to the Units by repaying the Loan (refer to Section 13 "Loan Agreement" clause 5.2 "Gaining Legal Title to the Units").

In this way, the Units and Loan are structured to satisfy the requirements for a SIS-compliant borrowing arrangement.

There is a risk that the Australian Tax Office may interpret the application of superannuation law differently to our analysis above. Failing to comply with superannuation law can have serious consequences for SMSF trustees.

**Consequently, SMSF trustees should seek their own professional advice before investing in the Units or entering into any subsequent dealing in the Units.**

## 11.9 PRIVACY POLICY

Should you apply for Units by lodging an Application Form with the Issuer, you acknowledge and agree that:

- (a) The Issuer (and or any of its nominees) may collect your personal information for the purpose of processing your Application for the Units, issuing the Units, managing your investment and complying with relevant laws. If you do not provide the personal information as the Issuer requires, your Application may not be processed; and
- (b) The Issuer may be required to disclose all or some of your personal information to:
  - (i) related bodies corporate that might not be governed by Australian laws for the purpose of account maintenance and administration;
  - (ii) share registries, and certain software providers related to the operational management and settlement of the Units;
  - (iii) other third parties for the purpose of account maintenance and administration, marketing research or acquiring any interest in any part of the business of your adviser; and
  - (iv) regulatory authorities such as the ASX.

All personal information collected from you will be collected, used and stored by the Issuer in accordance with the Issuer's Privacy Policy, a copy of which can be made available to you on request. To obtain a copy, please contact the Issuer as per the details in the Directory at the back of this PDS.

You can access the personal information the Issuer holds about you. The Issuer and/or its associates may wish to communicate with you in the future about other investment opportunities which may be of interest to you. If you do not wish to be contacted for these purposes, please contact the Issuer.

## 11.10 DISPUTE RESOLUTION

The Corporations Act requires the Issuer to have procedures in place for dispute resolution. The Issuer's process for dispute resolution is available by contacting the Issuer

If a Holder has an enquiry or concern about their Units, they should contact Tailored Investment Solutions at [info@tailoredinvestmentsolutions.com.au](mailto:info@tailoredinvestmentsolutions.com.au) or by writing to:

Tailored Investment Solutions  
Level 6, 54 Miller Street  
North Sydney NSW 2060

If you have a complaint and it is not addressed to your satisfaction by Tailored Investment Solutions complaints department, you can then direct your complaint to the Head of Compliance using the addresses above.

TIS Compliance will acknowledge receipt of your complaint in writing. Your complaint will be investigated in accordance with the Tailored Investment Solutions Complaints Policy and will be responded to within 45 days. The Issuer will take all steps necessary to investigate any complaint and seek a resolution. You will be informed in writing of the result of the Compliance investigation into your complaint.

If you are not satisfied with TIS's response to your complaint you can then contact the Financial Ombudsman Service ("FOS") at:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)

FOS is a free independent dispute resolution scheme.

In order for the complaint to be considered by FOS, the claim must be for less than A\$500,000 (unless otherwise agreed in writing between you and the Issuer).

## 11.11 POTENTIAL CONFLICTS OF INTEREST

The Issuer and other related companies may conduct transactions as principal and agent in various securities including the Reference Asset and the Delivery Assets. These trading activities may impact the price at which the Reference Asset and Delivery Assets trade or the level of the Units at any point in time. Please see the Section 8 "Risks" for more details of conflicts of interest.

## 11.12 WHAT INFORMATION WILL I RECEIVE DURING THE INVESTMENT TERM?

### **Confirmations**

Generally within 10 Business Days of the Commencement Date, the Issuer will send to you a Confirmation Notice acknowledging either the acceptance or rejection of your Application and setting out any relevant details of the Unit and the Loan.

### **Coupon notices**

The Issuer will send you a notice generally within 10 Business Days of Second Annual Payment Date or Third Annual Payment Date (as applicable) confirming the amount of the Coupon payable (if any).

## **Other Notices**

Investors will receive confirmation of any other transactions affecting their Units. Investors will receive an annual interest statement setting out the amount of Prepaid Interest and Hedge Cost paid on the Loan for tax purposes.

## 12. TERMS OF THE DEFERRED PURCHASE AGREEMENT

These Terms form the terms and conditions between the Issuer and each Investor on which the Investor agrees to acquire the Delivery Parcel from the Issuer. Capitalised words have the meaning given to them in the 'Definitions' section of this PDS.

These Terms form the terms and conditions between the Issuer and each Investor on which the Investor agrees to acquire the Delivery Parcel from the Issuer. Capitalised words have the meaning given to them in the 'Definitions' section of this PDS.

### 1. APPLICATIONS AND ACCEPTANCE

#### 1.1 OFFER BY THE INVESTOR

An Investor may make an offer to the Issuer to acquire the beneficial interest in a Unit, and its corresponding Delivery Parcel from the Issuer on a deferred basis (and to have the Units issued to the Custodian to hold on trust for the Investor on the terms of the Custody Deed and subject to the Investor Security Deed) in accordance with these Terms:

- (a) by completing and returning a valid Application Form (including direct debit details) to the Issuer by the Offer Closing Date or such later date as accepted by the Issuer in its absolute discretion;
- (b) by ensuring that an amount equal to the Prepaid Interest and Hedge Cost for the first year and Adviser Fee (if any) is received by the Issuer in cleared funds by the Application Payment Date (or such later date as accepted by the Issuer in its absolute discretion);
- (c) by ensuring that the Investment Amount is received by the Issuer in cleared funds by the Commencement Date.

#### 1.2 INVESTOR BOUND

- (a) By signing the Application Form and arranging for the Arranger to lodge it with the Issuer, or lodging it directly with the Issuer, the Investor agrees to be bound by these Terms including any variation to these Terms advised to Investors in a supplementary PDS or otherwise provided that the variation is not unfair to the Investor (as defined in Section 12BG of the ASIC Act).
- (b) By signing the Application Form and lodging it with the Issuer, the Investor also agrees and acknowledges that the Custodian will be appointed pursuant to the terms of the Custody Deed and that the Custodian will grant a charge pursuant to the Investor Security Deed. The Investor acknowledges the terms of the Custody Deed and agrees that these are the terms upon which the Custodian will act and to be bound by its terms. Each Unit issued by the Issuer will be subject to the terms of the Custody Deed and the Investor Security Deed, as varied pursuant to its terms. A summary of the Investor Security Deed and Custody Deed is included in section 11.4 and 11.5 of this PDS, and a copy of the Investor Security Deed and Custody Deed is available by contacting Tailored Investment Solutions on 1300 760 397.

#### 1.3 ACCEPTANCE OF THE OFFER BY THE ISSUER

- (a) The Issuer may decide in its absolute discretion whether or not they will accept the Investor's offer to acquire the Delivery Parcel from the Issuer and whether or not to issue the Units to the Investor.
- (b) The Issuer may decide to accept an Application in part and

issue a lesser number of Units than the number applied for. In this case, the Prepaid Interest and Hedge Cost for the first year and Adviser Fees (if any) paid for the unissued Units will be returned without interest within 10 Business Days of the Commencement Date and the Loan will only be drawn down in respect of the Units actually issued.

- (c) If the Issuer decides that they will accept an Application and provided that the Issuer has received the Adviser Fee (if any) and Prepaid Interest and Hedge Cost for the first year in cleared funds by the Application Payment Date (or such other time if otherwise accepted by the Issuer in its discretion) (direct debit details must be provided with the Application by the Offer Closing Date), acceptance of the Investor's offer will take place, and the parties' rights and obligations under these Terms, the Loan Agreement and the terms of the Custody Deed will commence on the date the Units are issued by entry in the Register, provided that the Investor acknowledges that the economic exposure for the Units commences on the Commencement Date.
- (d) Within 10 Business Days of the Commencement Date, the Issuer will send to the Investor a Confirmation Notice acknowledging either the acceptance or rejection of an Investor's offer and setting out any relevant details of the Units.

For each multiple of the Prepaid Interest and Hedge Cost for the first year and the Adviser Fee (if any) paid, the Investor will be entitled to one Unit in that particular Series (see Section 3.2 "Key Information" for further information in relation to the Prepaid Interest and Hedge Cost and Adviser Fee).

#### 1.4 ISSUE OF UNITS

The Units will be issued if the Issuer accepts an Application under clause 1.3(a). Units are issued within one month of an Application being accepted. Economic exposure for the Units commences on the Commencement Date. Each Unit will be issued by the Issuer to the Custodian to hold on trust for you on the terms of the Custody Deed and subject to the terms of the Investor Security Deed. If the Issuer is unable to achieve the economic exposure described in the PDS on the Commencement Date due to any condition set out in the PDS not being satisfied (e.g. Minimum Total Subscription not met or the Issuer being unable to hedge its obligations), or otherwise determines not to proceed with the issue for any reason, then the Issuer will terminate any Units already issued, return the Prepaid Interest and Hedge Cost for the first year and Adviser Fee (if any) without interest, and the Loan is terminated and no drawdown will be made.

#### 1.5 PAYMENT OF THE ADVISER FEE

- (a) An Adviser Fee may be payable in addition to the Prepaid Interest and Hedge Costs as agreed between an Investor and their financial adviser, and payment indicated on the Application Form must be received by the Issuer in cleared funds by the Application Payment Date (or such other time if accepted by the Issuer in its discretion).
- (b) By signing the Application Form and applying for Units, the Investor:
  - (i) agrees to pay the Adviser Fee specified in their Application Form to their adviser;
  - (ii) irrevocably authorises the Issuer to collect the Adviser Fee;



- (iii) irrevocably directs the Issuer to deduct the Adviser Fee from their total application monies and to pay the Adviser Fee to their adviser on their behalf as soon as reasonably practicable following issue of the Units; and
- (iv) indemnifies the Issuer against any claim from an adviser to recover the Adviser Fee once the investment has commenced and Units have been issued.

By signing the Application Form, the adviser agrees to and consents to the payment of the Adviser Fee in the manner set out in paragraph (b) above.

## 1.6 TERMINATION OF UNITS FOLLOWING ANNUAL WALK AWAY OPTION

- (a) The Investor has the right to exercise the Annual Walk Away Option by giving the Issuer notice in writing at least 14 days prior to each of the second and third Annual Payment Dates. The Issuer will send a notice 21 days prior to the second and third Annual Payment Dates which indicates how Investors can exercise the Annual Walk Away Option.
- (b) If an Investor exercises the Annual Walk Away Option:
  - (i) the Investor's Units and Loan will be terminated on the next Annual Payment Date;
  - (ii) the Investor will not be entitled to the Fixed Coupon payable in relation to the year of the Investment Term in which they exercise the Annual Walk Away Option;
  - (iii) the Investor will have no further rights in relation to the Units, including without limitation, no rights to any future Coupons, Early Maturity Value, Termination Payment, Final Value or the Delivery Parcel;
  - (iv) the Investor has no further obligations to the Issuer in respect of the Units or the Loan, including without limitation no obligation to pay further amounts of Prepaid Interest and Hedge Cost, Break Costs or Loan Break Costs; and
  - (v) the Investor agrees and acknowledges that if the Investor exercises its Annual Walk Away Option the Investor will receive nothing from the Issuer and will not recoup the total Prepaid Interest and Hedge Cost and Adviser Fee paid by the Investor.

## 2. APPOINTMENT OF REGISTRAR

- 2.1 The Issuer will appoint the Registrar set out in the PDS. The Issuer will ensure that there is always a Registrar appointed.
- 2.2 The Registrar will be responsible for establishing and maintaining a Register for the Units issued by the Issuer during the term of the Registrar's appointment. The Register will be established and maintained in Sydney (or any other place in Australia as the Issuer and the Registrar may agree).
- 2.3 The Investor acknowledges and agrees that the Register will be conclusive evidence of legal and beneficial ownership of interests in the Units. The Issuer is not required to recognise any interest in Units not recorded in the Register.

## 3. DEFERRED PURCHASE OF DELIVERY ASSETS

### 3.1 PURCHASE OF DELIVERY ASSETS

The Investor agrees to purchase from the Issuer the Delivery Parcel for the Investment Amount (which will be paid by the

Investor in accordance with clause 3.2). The Issuer will deliver the Delivery Parcel to the Investor or to the Custodian on behalf of the Investor on the Settlement Date in accordance with clause 4.

### 3.2 PAYMENT OF THE INVESTMENT AMOUNT

- 3.2.1 The Investor must pay the Prepaid Interest and Hedge Cost and Adviser Fee (if any) to the Issuer in cleared funds by the Application Payment Date (or such other time if otherwise accepted by the Issuer in its discretion).
- 3.2.2 The Investor must ensure that the Issuer receives the Investment Amount in cleared funds by the Commencement Date.
- 3.2.3 The Minimum Investment Amount for which an Application will be accepted by the Issuer under these Terms is the minimum amount set out in Section 3.2 "Key Information".

### 3.3 COUPONS AND PAYMENTS

- 3.3.1 The Issuer will pay the First Coupon, the Second Coupon and the Final Coupon (if any) as described in the PDS for the Offer.
- 3.3.2 The Coupons will be paid on the Second Annual Payment Date or Third Annual Payment Date (as applicable) as set out in, and subject to such conditions as specified in, the PDS.
- 3.3.3 The Issuer will set off the Fixed Coupons against Prepaid Interest and Hedge Cost payments due on the Annual Payment Date. The Custodian directs (and the Investor agrees that the Custodian will direct) the Issuer to pay the Final Coupon (if any) directly to the Investor as beneficiary of the Investor Trust.
- 3.3.4 In the event the Issuer is required by law to make any deduction or withholding from the payment of any Coupon, the Issuer will make the required deduction or withholding and pay the Coupon to the Investor after such deduction or withholding or will direct the Custodian to do so.

### 3.4 OFFER FEATURES AND FINAL VALUE

The Reference Asset Value, Performance Fee and Coupons affect the Final Value, and the value of the Units before the Scheduled Maturity Date.

## 4. MATURITY AND SETTLEMENT

### 4.1 NOTICE OF MATURITY

The Issuer will give a Notice of Maturity to each Investor not less than 20 Business Days prior to the Maturity Date, unless otherwise specified in the PDS.

### 4.2 EFFECTING MATURITY

Physical delivery of the Delivery Parcel will occur in accordance with clause 4.3, unless:

- (a) the Investor wishes to exercise the Agency Sale Option and validly elects to do so by:
  - (i) returning a Notice of Maturity to the Issuer at least 10 Business Days before the Maturity Date; and
  - (ii) clearly specifying in the Notice of Maturity that the Investor will exercise the Agency Sale Option; or
- (b) the Investor has failed to repay the Loan when due, in which

case the Investor is deemed to have elected to exercise the Agency Sale Option.

### **4.3 PHYSICAL DELIVERY OF THE DELIVERY ASSETS TO THE INVESTOR**

Provided that the Investor has repaid the Loan Amount in full on or before the Maturity Date:

- (a) The Issuer (either itself or through a nominee) will procure the performance of all acts required of a transferor of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Assets to be transferred to the Investor on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer;
- (b) In respect of ASX listed Delivery Assets, the Investor irrevocably authorises the Issuer and any of their nominees, at the option of the Issuer to act as the Investor's agent to do all things required to be done, including but not limited to supplying the Investor's HIN, to effect the delivery of Delivery Assets to the Investor (or the Investor's nominee); and
- (c) Investors will have their Delivery Parcel delivered to an issuer sponsored subregister CHESS account of the Delivery Asset issuer.

### **4.4 DELIVERY THROUGH THE AGENCY SALE OPTION**

#### **4.4A WHERE THE LOAN AMOUNT IS NOT REPAYED BY THE MATURITY DATE**

If the Investor does not repay the Loan Amount on or before the Maturity Date, the Investor is deemed to have elected to exercise the Agency Sale Option and:

- (a) the Investor will assign its rights under the Loan Agreement to the Acceptor, and the Acceptor will assume all of the Investor's obligations under the Loan Agreement (including the Investor's obligation to repay the Loan Amount);
- (b) in consideration of the assumption by the Acceptor under paragraph (a), the Investor is deemed to irrevocably authorise and direct:
  - (i) the Issuer to direct the Custodian (or its nominee) to hold the Delivery Parcel on the terms of paragraphs (c) and (d);
  - (ii) the Issuer or its nominees to sell, or procure the sale of, the Delivery Parcel for and on behalf of the Custodian (or its nominee) and the Investor and for the Issuer or any of its nominees to take all actions necessary or desirable to effect the sale, or procure the sale, of the Delivery Parcel for and on behalf of the Custodian (or its nominee) and the Investor; and
  - (iii) the Custodian (or its nominee) to apply an amount from the Sale Monies equal to the Loan Amount in accordance with paragraph (d).
- (c) the Issuer (either itself or through a nominee) will procure the delivery and sale of the Delivery Parcel as follows:
  - (i) the Custodian (or its nominee) is irrevocably authorised to accept physical delivery of the Delivery Parcel for and on behalf of the Investor on the terms of the Custody Deed;
  - (ii) the Issuer (either itself or through a nominee) will procure the performance of all acts required of a

transferor of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Parcel to be transferred to the Custodian (or its nominee) on behalf of the Investor on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer;

- (iii) the Issuer or any of its nominees will take all actions necessary or desirable (including, without limitation, giving the Custodian (or its nominee) relevant instructions) to effect the sale, or procure the sale, of the Delivery Parcel for and on behalf of the Custodian (or its nominee) and the Investor;
- (d) the Custodian or its nominees will pay or procure payment of the lesser of:
  - (i) the Sale Monies (which includes a deduction for any Delivery Costs); and
  - (ii) the Loan Amount as at the time the Acceptor assumed the obligations of the Investor under the Loan Agreement,
- (e) to the Lender to be applied in discharge of the Acceptor's obligation to repay the Loan Amount under the Loan Agreement with any surplus to the Investor's Nominated Account (or pay by cheque to the Investor if no Nominated Account is nominated); and
- (f) the Investor acknowledges and agrees that:
  - (i) the Custodian or its nominees will sell, or procure the sale of, the Delivery Parcel on behalf of the Investor and the Custodian as soon as reasonably practicable on or after the Settlement Date for an amount per Delivery Asset equal to the Delivery Asset Price;
  - (ii) to the maximum extent permitted by law, the Custodian and its nominees are not responsible for any loss, costs or expense incurred by the Investor as a result of the Agency Sale Option, except to the extent that such loss, cost or expense arises as a direct result of the Custodian's or the nominee's negligence, wilful default, fraud or dishonesty; and
  - (iii) if, for any reason whatsoever, the Custodian and its nominees are unable to sell or procure the sale of the relevant Delivery Parcel at the Delivery Asset Price, the Investor irrevocably authorises the Custodian and its nominees to sell or procure the sale of, the relevant Delivery Parcel as soon as reasonably practicable for the market price applicable at the time of sale.

#### **4.4B WHERE THE LOAN AMOUNT IS REPAYED BY MATURITY DATE**

If the Loan Amount is repaid by the Maturity Date and the Investor elects to exercise the Agency Sale Option, then:

- (a) the Investor irrevocably authorises and directs the Issuer to direct the Custodian (or its nominee) to hold the Delivery Parcel and to accept physical delivery of the Delivery Parcel for and on behalf of the Investor, on the terms of the Custody Deed or, in relation to Investors who have repaid the Loan and had their Units transferred pursuant to clause 5.2 of the Loan Agreement, the Investor irrevocably authorises and directs the Issuer to direct its nominee to hold the Delivery Parcel and to accept physical delivery of the Delivery Parcel for and on behalf of the Investor;

- (b) the Issuer (either itself or through a nominee) will procure the performance of all acts required of a transferor of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Parcel to be transferred to the Custodian (or its nominee) on behalf of the Investor or, in relation to Investors who have repaid the Loan and had their Units transferred pursuant to clause 5.2 of the Loan Agreement, to a nominee of the Issuer on behalf of the Investor, on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer;
- (c) the Investor irrevocably authorises and directs the Custodian or its nominees to sell or procure the sale, and irrevocably authorises and directs the Custodian or any of its nominees to take all actions necessary or desirable to effect the sale, or procure the sale, of the Delivery Parcel for and on behalf of the Investor and/or the Custodian, including, without limitation, directing the Custodian (or its nominee) to sell or procure the sale of the Delivery Assets;
- (d) the Custodian or its nominees will pay or procure payment of the Sale Monies (which includes a deduction for any Delivery Costs) to the Investor's Nominated Account (or pay by cheque to the Investor if no Nominated Account is nominated), within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter. As at the date of this PDS, it is anticipated that no Delivery Costs will apply; and
- (e) the Investor acknowledges and agrees that:
  - (i) the Custodian or its nominees agree to sell, or procure the sale of, the Delivery Parcel on behalf of the Investor and/or the Custodian as soon as reasonably practicable on or after the Settlement Date for an amount per Delivery Asset equal to the Delivery Asset Price;
  - (ii) to the maximum extent permitted by law, the Custodian and its nominees are not responsible for any loss, costs or expense incurred by the Investor as a result of the Agency Sale Option, except to the extent that such loss, cost or expense arises as a direct result of the Custodian's or the nominee's negligence, wilful default, fraud or dishonesty;
  - (iii) if, for any reason whatsoever, the Custodian and its nominees are unable to sell or procure the sale of the relevant Delivery Parcel at the Delivery Asset Price, the Investor irrevocably authorises the Custodian and its nominees to sell or procure the sale of, the relevant Delivery Parcel as soon as reasonably practicable for the market price applicable at the time of sale.

#### 4.5 SATISFACTION OF OBLIGATIONS

Upon delivery of the Delivery Assets to the Investor in accordance with clause 4.3 or payment of Sale Monies (if any) to an Investor in accordance with clause 4.4A or 4.4B, or if, following deduction of the Loan Amount, no Sale Monies or Delivery Assets are payable or deliverable, the Issuer's and the Custodian's obligations to the Investor under these Terms are satisfied in full and discharged.

In addition, in such circumstances the Issuer's and the Custodian's obligations to the Investor under the terms of the Custody Deed and the Custodian's obligations under the Investor Security Deed are satisfied in full and discharged, and the Investor Security Deed will be released.

#### 4.6 DELIVERY OF A WHOLE NUMBER OF DELIVERY ASSETS ONLY

The Issuer or its nominee will not transfer a fractional Delivery Asset or parts of a Delivery Asset. If after aggregating all Delivery Assets transferred to an Investor or the Custodian (or its nominee) on behalf of an Investor on the Settlement Date, and if any fractional unit would be transferable by the Issuer on the Settlement Date, the Issuer will cause to be paid to the Investor (within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter) an amount equal to the value of the fraction of the unit forgone based on the Delivery Asset Price provided that such amount exceeds twenty Australian Dollars (A\$20.00), to be paid as a reimbursement of a portion of the Investment Amount. If the amount does not exceed A\$20.00, the Issuer is under no obligation to the Investor to make any payment for the fractional unit. Upon payment of the amount under this clause, the Issuer is discharged of its obligation to deliver the fraction of the unit forgone.

#### 4.7 SUBSTITUTION OF DELIVERY ASSETS

If the Delivery Asset is unable to be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including but not limited to cessation, illiquidity or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements, or if it is not reasonably practicable or economically viable for the Issuer, in its discretion, to deliver the Delivery Asset, then the Issuer shall either:

- (a) delay delivery of the Delivery Asset(s);
- (b) substitute the affected Delivery Asset with any other security listed on the ASX and which is a constituent of the S&P/ASX 200 Index and deliver that substituted security in accordance with these Terms as if the definition of "Delivery Asset" was amended to refer to the substituted security; or
- (c) if a basket of Delivery Assets is to be delivered, the Issuer may substitute the affected Delivery Asset with any other security listed on the ASX and which is a constituent of the S&P/ASX 200 Index or deliver only the remaining unaffected Delivery Assets in the basket.

### 5. EARLY MATURITY

#### 5.1 EARLY MATURITY BY THE ISSUER

The Issuer may, acting reasonably, at any time nominate (including on the Scheduled Maturity Date) any of the following events as an Early Maturity Event:

- (a) any arrangements entered into by the Issuer in order to hedge the Issuer's obligations in respect of the Units in whole or in part are terminated, redeemed, suspended, ended or cannot reasonably be acquired, established, maintained, substituted or re-established;
- (b) the Issuer does not receive any of the amounts due to the Issuer under any arrangements entered into by the Issuer in order to hedge the Issuer's obligations in respect of the Units (including the Hedge);
- (c) the Issuer has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of or any political subdivision or any authority thereof or therein having power to Tax, or any change in the application of official interpretation of such



laws or regulations, which change or amendment becomes effective on or after the date of this PDS;

- (d) a Change of Law occurs;
- (e) if the Issuer determines in good faith that the performance of its obligations in relation to or under these Terms has or will become, in circumstances beyond the reasonable control of the Issuer, impossible, unlawful, illegal or otherwise prohibited or that the Units or investment returns provided by the Units are or will be substantially different from those described in this PDS as a result of one or more Adjustment Events;
- (f) if the Issuer receives written notice from the Lender that the Investor has failed to pay all or any part of any payment of Prepaid Interest and Hedge Cost (whether or not following any set-off against the Coupon payable) when due and that the failure has not been remedied within 7 days of the Lender's notice to the relevant Investor to do so (or such longer time as specified in the Lender's notice);
- (g) the Investor is, or becomes, bankrupt or insolvent;
- (h) the Calculation Agent cannot or does not continue to calculate the Reference Asset Value and an appropriate replacement cannot be found in the appropriate time;
- (i) the Reference Asset is terminated or ceases to exist for any reason whatsoever;
- (j) any actual or proposed event that may reasonably (in the Issuer's opinion) be expected to lead to any of the events referred to in paragraphs (a) to (i) above occurring.

If any event occurs which constitutes both an Adjustment Event and an Early Maturity Event as defined in this clause, the Issuer may, acting in good faith and a commercially reasonable manner, treat that event as either an Adjustment Event or Early Maturity Event and notify Investors accordingly.

## 5.2 DETERMINATION THAT THERE WILL BE AN EARLY MATURITY

Where the Issuer has nominated an event as an Early Maturity Event, the Issuer may reasonably determine that there will be an Early Maturity and may specify a date as the Early Maturity Date.

## 5.3 INVESTOR REQUESTED ISSUER BUY-BACK

Unless specified otherwise, the Investor may request the Issuer to buy back their Units (including if those Units are held by the Custodian) on any Business Day by giving an Issuer Buy-Back Form to the Issuer. An Issuer Buy-Back can only be requested in respect of the Minimum Buy-Back Amount of Units. Once lodged the request for an Issuer Buy-Back is irrevocable. It is in the Issuer's absolute discretion to accept or reject or hold over the request for an Issuer Buy-Back. If the Issuer accepts:

- (a) The Issuer will as soon as practicable after the request is received and accepted, execute the Issuer Buy-Back on the Buy-Back Date. The Investor acknowledges that the Buy-Back Date will depend, in part, upon the Issuer's ability to liquidate its hedging arrangement (if any), and may require the Issuer to delay and holdover an Issuer Buy-Back request.
- (b) The Issuer will in its reasonable discretion determine the Buy-Back Price for the purchase of the Investor's Units. The Buy-Back Price will be calculated by reference to the fair market value of the Units on the Buy-Back Date less

any Delivery Costs, Break Costs and any bid-offer spread charged by the Issuer. The Issuer may provide an Investor with an estimate of the Buy-Back Price before effecting the buy-back but is not obliged to do so. The Investor acknowledges this is an estimate only and the actual Buy-Back Price on the Buy-Back Date may be significantly less than the estimate.

- (c) Settlement of an Issuer Buy-Back will take place by application of the Buy-Back Price to any amount outstanding on the Loan on the Buy-Back Date. The Buy-Back Price less the amount used to repay the Loan Amount will be paid to the Investor in cash.
- (d) Upon settlement of the Issuer Buy-Back, if the Loan has been repaid, the Issuer will arrange for an Investor's name and details as legal and beneficial owner of the Units that have been bought back to be removed from the Register and if the Loan has not been repaid, the Issuer will arrange for an Investor's name and details as the beneficial owner and the Custodian's name and details as the legal owner of the Units that have been bought back to be removed from the Register, the Investor Security Deed will be released in relation to the Units that have been bought back only. If all the Units of an Investor have been bought back, the relevant Investor Trust will terminate.

## 5.4 EARLY MATURITY MECHANISM

- (a) If the Issuer determines that there will be an Early Maturity, the Early Maturity will take place as follows:
  - (i) The Issuer will, before the Early Maturity Date, notify the Investor that Early Maturity will occur on the Early Maturity Date in accordance with clause 5 of these Terms. The Issuer will specify in the Early Maturity Notice whether Early Maturity will occur by the Maturity process in accordance with clause 5.4(a)(ii) or by Termination Payment in accordance with clause 5.4(a)(iii).
  - (ii) If specified in the Early Maturity Notice and subject to clause 5.4(b), Early Maturity will take place in accordance with the procedures set out in clauses 5.2 to 5.5 of these Terms.
  - (iii) If specified in the Early Maturity Notice, Early Maturity will occur by the Issuer or its nominees paying or procuring payment to the Investor of the Termination Payment less any Loan Amount outstanding (if the Investor has not repaid the Loan prior to the Early Maturity Date) on the Early Maturity Date to the Investor's Nominated Account (or pay by cheque to the Investor if no Nominated Account is nominated) by the Settlement Date or as soon as practicable thereafter.
  - (iv) After the Delivery Parcel is delivered to the Investor under clause 4.3 or the Issuer or its nominees pays or procures payment to the Investor the Termination Payment in accordance with clause 5.4(a)(iii) as a result of an Early Maturity Event occurring, all obligations of the Issuer and the Custodian to the Investor under these Terms are satisfied in full and discharged. This clause does not discharge the Issuer of its obligations under the Privacy Act or the terms of its privacy policy. The Issuer and the Custodian's obligations to the Investor under the terms of the Custody Deed and the Custodian's obligations under the Investor Security



Deed are satisfied in full and discharged, and the Investor Security Deed will be released.

- (b) If an Early Maturity is nominated by the Issuer, for the purposes of determining the Delivery Parcel, the definition of “Delivery Parcel” in the Definition section of the PDS and in Section 3.2 “Key Information” is amended by replacing “Final Value” with “Early Maturity Value”.

## 5.5 POSSIBLE REDUCTION OF VALUE ON EARLY MATURITY

If there is an Early Maturity, the Issuer does not guarantee to deliver a Delivery Parcel based on the Final Value per Unit. For the avoidance of doubt, when there is an Early Maturity (and the Issuer elects to apply the Maturity process in accordance with clause 5.4(a)(ii)) the Delivery Parcel will only be determined in accordance with clause 5.4(b).

## 5.6 ADJUSTMENTS TO THIS CLAUSE

Subject to clause 12, where the Issuer determines that any of the provisions of this clause 5 are not appropriate in any particular circumstances, or that any event which is not dealt with in clause 5 should have been dealt with, it may make any alterations to the effect of this provision or any other Term that it considers to be appropriate provided that the alteration is not unfair (as defined in Section 12BG of the ASIC Act).

## 6. ADJUSTMENT EVENTS AND MARKET DISRUPTION EVENTS

### 6.1 ADJUSTMENT EVENTS

If an Adjustment Event occurs or is proposed to occur on or before the Maturity Date, the Issuer may in its reasonable discretion elect to do any or all of the following:

- (a) substitute part or all of the affected Reference Asset with any other asset (including an index) or withdraw part or all of the affected Reference Asset; and/or
- (b) substitute the affected Delivery Asset with any other security quoted and trading on the ASX which is a constituent of the S&P/ASX 200 Index or, where the Delivery Asset is a basket of securities, determine to withdraw the affected Delivery Asset and deliver only the unaffected Delivery Assets in the basket; and/or
- (c) adjust, change, amend, delay or bring forward any variable, formula, amount or calculation as set out or used in these Terms (including the PDS); and/or
- (d) adjust, amend or substitute the definition of Reference Asset or Delivery Asset and/or vary, adjust, amend or replace any of the terms referred to in the PDS; and/or
- (e) determine to suspend, delay, defer or bring forward any of the necessary calculations or any date which a calculation, valuation or payment is due to be made referred to in these Terms as appropriate until reliable values can be obtained;

either: (i) in a manner consistent with any adjustment or change made to the Issuer’s hedging arrangement, and, where appropriate, using similar data as referred to in the Hedge; or (ii) as the Issuer otherwise determines, provided that in the reasonable opinion of the Issuer the adjustment is appropriate to put both the Issuer and the Investor in as substantially similar an economic position as possible to what the Investor and the Issuer would have been in had the Adjustment Event not occurred.

If in the reasonable opinion of the Issuer it is not possible or desirable to deal with the occurrence of the Adjustment Event in accordance with this clause 6, the Issuer may nominate the event as an Early Maturity Event and may deal with that event in accordance with clause 5.

The Issuer will notify Investors of any adjustment that it proposes to make under this clause before the adjustment occurs or, if it is not possible to notify before the adjustment, as soon as reasonably practicable after the adjustment occurs and the Issuer will reasonably determine and notify Investors of the effective date of that adjustment.

### 6.2 MARKET DISRUPTION EVENTS

- (a) If there is a Market Disruption Event affecting the Reference Asset on the Commencement Date, Maturity Date, Settlement Date, any Buy-Back Date, any Annual Payment Date, any Initial Averaging Date, Maturity Averaging Date, or any other date on which a payment, calculation, adjustment or amendment is to be made or a level is to be observed (each a “Relevant Date”) then the Issuer may reasonably determine in its discretion to either:
- (i) take any action required to reflect any adjustment, change, substitution, delay, Suspension or other action taken in relation to its hedging arrangements: or
- (ii) to determine that such date is to be the first following Scheduled Business Day on which there is no Market Disruption Event. However, if there is a Market Disruption Event affecting the Reference Asset on each of the 10 Scheduled Business Days immediately following the original date that, but for the Market Disruption Event, would have been the Relevant Date, then (A) that 10th Scheduled Business Day is to be taken to be the Relevant Date (as applicable), despite the Market Disruption Event; and (B) the Issuer must on that 10th Scheduled Business Day in good faith and acting in a commercially reasonable manner determine the observation to be recorded for the calculation of the Reference Asset Closing Price, the Reference Asset Value, Coupon, or any other formulae or calculation required to be determined, that would have prevailed on the original date but for that Market Disruption Event.
- (b) The Issuer must, as soon as practicable (and, in relation to the Maturity Date, in no event later than 5 Business Days after the original date that, but for the occurrence or existence of a Market Disruption Event, would have been the Maturity Date) notify Investors of the existence or occurrence of a Market Disruption Event.
- (c) If there is a Market Disruption Event affecting a Delivery Asset on the Settlement Date, then the Settlement Date for the affected Delivery Asset is to be the first following Business Day on which there is no Market Disruption Event.
- (d) If an event is both a Market Disruption Event and an Adjustment Event, the Issuer may, acting in good faith and a commercially reasonable manner, determine whether to treat the event as either a Market Disruption Event or an Adjustment Event or both (if possible).

## 7. ACCRETIONS

These Terms do not confer on the Investor any right or interest in respect of Accretions to the Delivery Assets arising prior to delivery of the Delivery Assets. Accretions to the Delivery

Assets or the Reference Asset may lead to adjustments as provided for in clause 6 of these Terms.

## 8. ISSUER'S OBLIGATIONS UNSECURED

- (a) The Issuer's obligations under these Terms (including in relation to the deferred purchase of the Delivery Assets) are direct, unsecured obligations of the Issuer.

## 9. BENEFICIAL INTEREST IN DELIVERY ASSET

- (a) Upon the issue of Units, the Investor receives, in respect of their Prepaid Interest and Hedge Costs, a Beneficial Interest in a Portion of the Delivery Assets on the Commencement Date. The Investor holds the Beneficial Interest in the Portion of the Delivery Assets until the earlier of the Maturity Date or transfer of their Units in accordance with these Terms.
- (b) An Investor may deal with the Beneficial Interest only in accordance with these Terms.
- (c) The Beneficial Interest held by the Investor may not be severed from the balance of the rights in connection with those Units or dealt with separately in any way from the Investor's interest in the Units.
- (d) When an Investor deals with its interest in the Units in any way, then without the need for any additional writing or action, the same dealing between the same parties shall occur in respect of the corresponding Beneficial Interest. When an Investor deals with a Beneficial Interest in any way, then without the need for any additional writing or action, the same dealing between the same parties shall occur in respect of the corresponding interest in the Units. For example, when an Investor (the "old holder") transfers its interest in the Units to another person (the "new holder"):
- (i) all the rights and obligations that attach to those Units, including the Beneficial Interest are transferred from the old holder to the new holder;
  - (ii) the old holder's Beneficial Interest in the Units will be removed from the Register and the new holder will be added to the Register as a beneficial owner; and
  - (iii) the old holder ceases to have any rights in relation to those Units or the Beneficial Interest.
- (e) If any Investor purports to deal with its interest in the Units without an equivalent dealing in the corresponding Beneficial Interest, or if any Investor purports to deal with a Beneficial Interest without an equivalent dealing in the corresponding interest in the Units, or if any Investor purports to contract out of this clause in any way, any such dealing will be void and the interest in the Units and the Beneficial Interest will remain with the Investor recorded on the Register of holders.
- (f) The Issuer or its nominee will hold the Portion of the Delivery Assets from the Commencement Date until the Maturity Date for the relevant Investor and will be entitled to retain any distributions made in connection with those assets, exercise all voting rights and will not be required to pass on any notice of meeting or other material in connection with those assets to the Investor. On the Maturity Date, the Issuer will sell the Portion of the Delivery Assets and the Sale Monies from this sale will be included in the Final Value.
- (g) The Investor agrees and acknowledges that the agreement to purchase the Delivery Assets as set out in these Terms

and the payment of the Investment Amount does not transfer the legal or beneficial interest in the Delivery Assets to the Investor other than the Beneficial Interest in a Portion of the Delivery Assets. The parties agree and acknowledge that the legal or beneficial interest in the balance of the Delivery Assets will transfer to the Investor only on the Settlement Date. If the Issuer fails to deliver the balance of the Delivery Parcel to the Investor in accordance with these Terms, the Investor agrees that it will not be entitled to an injunction, specific performance or any other equitable rights or remedies and will be entitled only to damages.

## 10. TAXES AND INDEMNITY

- (a) The Issuer is not liable for any Taxes or other charges:
- (i) payable by the Investor in connection with these Terms, or in connection with an Investor Trust or Investor Security Deed;
  - (ii) payable by the Issuer, its nominee, or the Custodian (or its nominee) or any other person arising in any way in connection with the Transaction Documents (other than any Tax payable by the Issuer on its own taxable income (as defined under in the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)*) or any Tax payable by the Custodian on any fees payable to it under the Custody Deed);
- and are not liable to pay the Investor any additional amount on account of any Taxes or other charges.
- (b) The Investor:
- (i) must pay all Taxes (including GST) and other charges for which the Investor becomes liable in connection with these Terms and an Investor Trust and the Investor Security Deed; or
  - (ii) must pay an additional amount to the Issuer and the Custodian on demand equal to any applicable Taxes (including GST) and other charges arising in any way in connection with the Transaction Documents (other than any Tax payable by the Issuer on its own taxable income (as defined under in the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)*) or any Tax payable by the Custodian on any fees payable to it under the Custody Deed) for which the Issuer or the Custodian or any other person becomes liable and indemnifies the Issuer and the Custodian on demand for any such amounts;
  - (iii) indemnifies the Custodian on demand against all liabilities, losses, costs and expenses howsoever characterised which are incurred by the Custodian in connection with the Transaction Documents to the extent that the Custodian is not fully indemnified under the Custody Deed, provided that the Custodian has not been guilty of fraud, wilful default or gross negligence in respect of the Custody Deed; and
  - (iv) acknowledges that the indemnities are continuing obligations, independent of the Investor's other obligations and continue, without limitation, after this agreement ends, the delivery of the Delivery Parcel to the Investor or the termination of the relevant Investor Trust. It is not necessary for the Issuer or the Custodian to incur any expense or make any payment before enforcing a right of indemnity.

## 11. INVESTOR'S REPRESENTATIONS AND WARRANTIES

### 11.1 GENERAL

By signing the Application Form and lodging it with the Issuer the Investor represents and warrants to the Custodian and the Issuer in its capacity as Issuer and Lender (as a continuing representation and warranty) that:

- (a) the Investor has full legal capacity to make the Application and be bound by these Terms and has taken all actions that are necessary to authorise the Application and be bound by these Terms;
- (b) the Investor has reviewed these Terms and the PDS and has made its own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of the Delivery Assets;
- (c) the Investor has not relied in any way on any statements made by the Issuer, the Custodian, or their related entities or their servants, agents, employees or representatives in relation to these Terms, the deferred purchase of the Delivery Assets or the PDS and the Investor acknowledges that neither the Issuer nor the Custodian, or its related entities has not made any representations to the Investor regarding the suitability or appropriateness of the deferred purchase of Delivery Assets pursuant to these Terms or the relevant transactions in connection with them;
- (d) the Investor understands that nothing in these Terms or the PDS or any marketing material associated with these Terms can be considered investment advice or a recommendation to acquire the Delivery Assets;
- (e) the Investor has obtained all consents which may be required by law to enable the Investor, as the case may be, to acquire the Delivery Assets and to become registered as the holder of the Delivery Assets and the registration of the Investor the holder of the Delivery Assets will not contravene any law, regulation or ruling the constitution of the issuer of the Delivery Assets;
- (f) the Units being applied for will not breach or result in a breach of any exchange controls, fiscal, securities or other laws or regulations for the time being applicable to the Investor and the Investor is not a resident or national of any jurisdiction where Application for or the Maturity of the Units is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by the Issuer or any of its related bodies corporate;
- (g) the Investor acknowledges that the section in the PDS entitled "Taxation" is provided only for the benefit of the Issuer and is necessarily general in nature and does not take into account the specific taxation circumstances of each Investor; and
- (h) the Investor has the power to enter into and perform its obligations under the Terms and that its obligations under the Terms constitute valid and binding obligations of the Investor.

For the avoidance of doubt, "Terms" in this clause 11.1 refers to this Section 12 "Terms of the Deferred Purchase Agreement" and Section 13 "Loan Agreement".

### 11.2 SUPERANNUATION FUNDS AND TRUSTS

By signing the Application Form and lodging it with the Issuer an Investor which is the trustee of a trust or fund ("Fund") (including, without limitation, one which is a regulated superannuation fund) (as that term is defined in the Superannuation Industry (Supervision) Act 1993 ("SIS Act")) ("Governing Rules") also represents and warrants to the Issuer (as a continuing representation and warranty) that:

- (a) the Fund has been validly constituted (and where necessary, the relevant documents have been duly stamped according to the laws of the relevant state or territory) and the Fund is continuing at the date of this agreement;
- (b) where the trustee is a body corporate, the trustee has been validly constituted;
- (c) the trustee has been properly appointed as trustee of the Fund and the trustee is not in breach of the trust;
- (d) the terms of the Governing Rules or the constitution for other trusts empower and authorise the trustee (i) to invest in the Units; and (ii) to borrow as permitted by the SIS Act and (iii) to enter into and be bound by the Deferred Purchase Agreement;
- (e) the terms of the Governing Rules or constitution do not restrict the right of the trustee to be fully indemnified out of the assets of the Fund to satisfy a liability to any party which is properly incurred by the trustee as trustee of the Fund under the Units;
- (f) investing in Units will be for the benefit and in the best interests of the Fund and its beneficiaries; and
- (g) if investing as joint trustees, each applicant declares that the applicants are all trustees of one Fund and there are no other trustees of the Fund and that each joint trustee has the authority to act as agent for all of the joint trustees to give instructions or to receive notices on behalf of all of the joint trustees.

### 11.3 SET OFF RIGHTS

- (a) All monetary obligations imposed on the Investor under these Terms are absolute, free of any right to counterclaim or set off and may only be satisfied once the payment has cleared.
- (b) The Issuer may at any time (including without limitation during the Investment Term or at Maturity) set off any amount payable to it by the Investor against any amount payable by the Issuer to the Investor or the Custodian (on the Investor's behalf) whether payable under these Terms, the Loan Agreement or otherwise and whether payable to or by the Issuer in its capacity as Issuer or Lender. The Issuer may withhold any amount payable by it to the Investor (or the Custodian on behalf of the Investor) in satisfaction of any amount payable to it by the Investor.

### 11.4 NOTICES

- (a) The Investor agrees that any notice or statement to be given or demand to be made on the Investor under these Terms or required by the Corporation Act:
  - (i) will be effectively signed on behalf of the Issuer or the Custodian if it is executed by the Issuer or Custodian (as the case may be), any of its officers, its solicitor or its attorney;

- (ii) the Issuer will give all notices required to be given by the Issuer to the Custodian as holder of the Investor's Units directly to the Investor (with a copy to the Custodian);
  - (iii) may be served by being delivered personally to, by being left at, by being e-mailed to, or by being posted in a prepaid envelope or wrapper to the Investor's address (or e-mail address) notified to the Issuer or the Investor's registered office, place of business, or residence last known to the Issuer, or by being sent to the Investor by facsimile transmission; and
  - (iv) may be posted on the Issuer website or an announcement made in an Australian newspaper with national coverage, if providing notice in such a manner is allowed by the Corporations Act or any ASIC policy.
- (b) A demand or notice if:
- (i) posted will be deemed served two Business Days after posting;
  - (ii) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission;
  - (iii) posted on a website or published in a newspaper will be given the date of posting or publishing.
- (c) Service by any of these methods will be valid and effectual even if the Investor does not receive the document or if the document is returned to the Issuer or Custodian unclaimed.

## 12. AMENDMENT OF TERMS

The Issuer may from time to time by notice sent to the Investor make any modification, variation, alteration or deletion of, or addition to these Terms ("Change") where:

- (a) the Change is one reasonably determined by the Issuer as being required under either of clause 5 or clause 6 of these Terms provided that the change is not unfair (as defined in Section 12BG of the ASIC Act);
- (b) the Change is necessary or desirable in the reasonable opinion of the Issuer to comply with any statutory or other requirement of law; or
- (c) the Change is desirable to correct an inconsistency or error in these Terms (but only if such is not unfair (as defined in Section 12BG of the ASIC Act)).

The Issuer will give the Investor notice of any Change to these Terms and the Investor will be bound by any such Change at the time the Investor is given such notice.

## 13. GENERAL PROVISIONS

### 13.1 CURRENCY

All amounts payable by either party under these Terms will be paid in the denomination specified in Section 3.2 "Key Information". All calculations will be performed in the currency specified as the "Currency" in Section 3.2 "Key Information".

### 13.2 NO MERGER

The Issuer's rights under these Terms are additional to and do not merge with or affect and are not affected by any mortgage, Investor Security Deed, charge or other encumbrance held by them or any other obligation of the Investor to the Issuer, despite any rule of law or equity or any other statutory provision to the contrary.

### 13.3 ROUNDING

All calculations made by the Issuer for the purposes of these Terms will be made to not fewer than two decimal places. Other than as provided in these Terms, rounding of numbers will not occur until the final calculation of a relevant amount or number at which time the Investor's entitlements will be aggregated and that aggregate will be rounded so that all money amounts are rounded down to the nearest whole cent and all numbers of Delivery Assets are rounded down to the nearest whole number.

### 13.4 CERTIFICATES

Any document or thing required to be certified by the Investor or the Issuer must be certified by the Investor (if an individual) or a director, secretary or authorised officer of the Investor (if a company) or the Issuer, as the case requires, or in any other manner that the Issuer may approve.

### 13.5 EXECUTION BY ATTORNEYS

Each attorney executing an Application Form which binds the Investor to these Terms states that he, she or it has no notice of revocation or suspension of the power of attorney under which the attorney executes that form.

### 13.6 APPOINTMENT OF AGENT

The Investor irrevocably appoints the Issuer, and their nominees and any of their directors, secretaries and officers whose title includes the word "director" from time to time jointly and severally as their agent to do (either in the name of the Investor or the agent) all acts and things:

- (a) necessary to bind the Investor to the Terms, give effect to the Terms, including without limitation, completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
- (b) necessary to give effect to, execute, amend, register or enforce the Custody Deed or Investor Security Deed and to bind the Investor to the terms of the Custody Deed;
- (c) that the Investor is obliged to do under these Terms;
- (d) which, in the opinion of the Issuer are necessary in connection with:
  - (i) payment of any moneys to the Investor;
  - (ii) the Maturity process, including without limitation, if an Early Maturity Event occurs;
  - (iii) any Issuer Buy-Back;
  - (iv) the Delivery Assets, including without limitation the delivery or sale of the Delivery Assets;
  - (v) the repayment of the Loan Amount; and
  - (vi) the Investor Security Deed including without limitation, the perfection and enforcement of the Investor Security Deed .

For the avoidance of doubt, "Terms" in this clause 13.6 means both this Section 12 and Section 13 "Loan Agreement".

### 13.7 INVALID OR UNENFORCEABLE PROVISIONS

If a provision of these Terms is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.



### 13.8 WAIVER AND EXERCISE OF RIGHTS

A single or partial exercise of a right by the Issuer or the Custodian does not preclude another exercise or attempted exercise of that right or the exercise of another right by the Issuer or the Custodian. Failure by the Issuer or the Custodian to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

### 13.9 ASSIGNMENT AND TRANSFER OF INTERESTS

- (a) The Issuer and the Lender may transfer its rights and obligations, under these Terms at any time by giving notice to the holder of the Units provided that the transfer is not to the detriment of the Investor and is otherwise not unfair within the meaning of Section 12BG of the ASIC Act. Any transfer or novation of rights or obligations must be notified to the Registrar and the Custodian.
- (b) Subject to clause 1.3, the rights and obligations under these Terms (including the legal ownership of or beneficial interest in the Units) may be transferred or novated by an Investor in whole only, not in part, with the prior consent of the Issuer. Any transfer or novation of rights or obligations must be notified to the Registrar and the Custodian.
- (c) If an Investor wishes to transfer their Units, they should contact the Issuer in relation to the transfer, mechanics of transfer and any relevant forms required.
- (d) When an Investor deals with a Unit in a manner that does not involve the transfer of beneficial or legal ownership of the Unit or a change of the person identified on the Register as the beneficial holder, the Issuer has no duty to record, or procure the recording of, the dealing on the Register. Each Beneficial Interest corresponding to the Units will pass to a new Investor upon registration of the transfer of the beneficial owner of those Units in the Register.

### 13.10 CALCULATIONS AND REFERENCES TO DATES AND TIMES

Calculations or determinations which are to be made on or by reference to a particular day, are to be made on or by reference to that day in the place and time zone of the Relevant Exchange to which that calculation or determination relates.

### 13.11 PAYMENTS BY THE ISSUER

All amounts payable by the Issuer under these Terms will be paid to the Investor's Nominated Account. If the Investor has not nominated a Nominated Account, payment will be made by the Issuer drawing a cheque made payable to the Investor which will be sent to the address recorded in the Register for that Investor, and on doing so the Issuer is discharged of their obligations under these Terms.

### 13.12 GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of New South Wales. The Investor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

### 13.13 TERMS OF DEFERRED PURCHASE AGREEMENT PREVAIL

If there is an inconsistency between the terms and conditions of the Deferred Purchase Agreement and statements made in

the PDS, the terms and conditions of the Deferred Purchase Agreement prevail.

### 13.14 TIME IS OF THE ESSENCE

Time is of the essence in respect of the obligations of the Investor under these Terms.

### 13.15 DISCRETIONS

Any determination made by the Issuer will be made by acting in good faith and in a commercially reasonable manner and will be conclusive and binding on all parties, except in the case of manifest error.

### 13.16 INTERPRETATION

- (a) In these Terms, unless the context requires another meaning, a reference:
  - (i) to the singular includes the plural and vice versa;
  - (ii) to a document (including these Terms) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
  - (iii) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
  - (iv) to a law is a reference to that law as amended, consolidated, supplemented or replaced and it includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law, or any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange;
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) Headings are for convenience only and do not affect interpretation.
- (d) If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- (e) If a period occurs from, after or before a day or the day of an act or event, it excludes that day.
- (f) These Terms may not be construed adversely to a party only because that party was responsible for preparing them.
- (g) Any term not defined in these Terms and which is defined in the PDS has the same meaning as in the PDS unless the context otherwise requires.
- (h) All references to time are to time in Sydney, Australia (unless otherwise stated).

### 13.17 EARLY REPAYMENT OF THE LOAN AMOUNT

If the Investor repays the Loan Amount and requests that the Units are transferred to the Investor then:

- (a) the Issuer and the Custodian will do all things necessary to ensure the Investor is recorded as the legal owner of the Units on the Register and will direct the Registrar to remove the Custodian from the Register as legal owner of Units;
- (b) for the purposes of that Investor's Units, references to the

Custodian or the Custodian acting on behalf of the Investor in clauses 3.1, 4.4B, 4.6, and 11.3(b) are deemed to be references to the Investor;

- (c) for the purposes of that Investor's Units, clauses 4.2(b) and 4.4A will not apply;
- (d) for the purposes of that Investor's Units, references to Custodian, the Investor Security Deed and the releasing of the Investor Security Deed in clauses 4.5, 5.4(a)(iv) and 13.9(b) are omitted;
- (e) the Investor Security Deed in relation to that Investor Trust is released, the Investor Trust in respect of that Investor will terminate and the Custodian will have no further obligations or liabilities to the Investor in connection with the Units; and
- (f) references to Custodian in clauses 4.5 and 5.4(a)(iv) are deemed to be references to the Issuer.

# 13. LOAN AGREEMENT

This is the form of Loan Agreement entered into between a successful Applicant of the Units and the Lender.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 DEFINITIONS

Terms which are capitalised and not defined in this Loan Agreement are defined in Section 14 “Definitions” of the PDS.

#### 1.2 INTERPRETATION

Clause 8(a), clauses 11 to 13 (inclusive) (other than clauses 13.6, 13.9 and 13.12) of the Terms of the Deferred Purchase Agreement apply to this Loan Agreement, as if references to “the Terms of the Deferred Purchase Agreement” or “these Terms” were references to this Loan Agreement, and reference to the “Issuer” were references to the “Lender”.

Each Investor acknowledges that by entering into the Loan Agreement, it may only use the Loan for the purposes of investing in the Units.

### 2. LOAN

#### 2.1 LENDER TO FUND

- (a) By submitting the Application Form, you apply for a Loan from the Lender.
- (b) The Lender may decide in its absolute discretion whether or not they will accept the Investor’s Application for a Loan in full or in part. Where the Lender does not accept the Application in full, the Prepaid Interest and Hedge Cost and the Adviser Fees (if any) paid for the unissued Units will be returned without interest within 10 Business Days of the Commencement Date and the Loan will only be drawn down in respect of the Units actually issued.
- (c) On and from the Commencement Date the Lender will make a Loan to you in an amount equal to A\$1.00 per Unit.
- (d) Each Investor irrevocably directs and authorises the Lender to draw down the Loan Amount and pay the amount directly to the Issuer in satisfaction of the Investor’s obligation to pay the Investment Amount to the Issuer under clauses 1.1(c) and 3.2 of the Terms of the Deferred Purchase Agreement.

#### 2.2 LIMITED RECOURSE LOAN

The Loan is a limited recourse facility whereby the Lender’s recourse against the Investor for repayment of the Loan is limited to the interest of the Investor in the Units and any assets of the Investor Trust (including without limitation any corresponding Coupons, Delivery Assets or Sale Monies). The Lender will not take any action against the Investor or the Acceptor in relation to the Loan to recover any amount beyond enforcing the Investor Security Deed.

### 3. INTEREST

#### 3.1 INTEREST

- (a) The Prepaid Interest and Hedge Cost is payable annually in advance each year on each Annual Payment Date. The annual Prepaid Interest on the Loan along with the annual Hedge Cost must be received by the Issuer in cleared funds by the relevant Annual Payment Date (or such other time

if otherwise accepted by the Issuer in its discretion). Direct debit details must be provided with the Application by the Offer Closing Date.

- (b) If you fail to pay an amount of Prepaid Interest and Hedge Cost by the relevant Annual Payment Date (or such later date as the Lender allows in their sole discretion) and the Issuer determines that Early Maturity will occur, you will have breached this Loan Agreement, the Loan Amount will become immediately due and payable.
- (c) The amount of Prepaid Interest and Hedge Cost payable on each Annual Payment Date in respect of the Loan is calculated as follows:  
Prepaid Interest: 4.95% p.a. x \$1.00 = \$0.0495 per year, per Unit  
Prepaid Hedge Costs: 2.2% p.a. x \$1.00 = \$0.022 per year, per Unit  
Prepaid Interest and Hedge Costs = 7.15% p.a. x \$1.00 = \$0.0715 per year, per Unit
- (d) The total Prepaid Interest and Hedge Cost for the Full Term is \$0.2145 per Unit. You agree and acknowledge that the Issuer will use its set off rights under clause 7 of this Loan Agreement to set off the amount of the Fixed Coupon payable at the end of the first year and second year of the Investment Term against the payment of Prepaid Interest and Hedge Cost due on the second and third Annual Payment Dates respectively and you will only be required to pay the difference on the respective Annual Payment Date.
- (e) The Adviser Fee (if any) must be received by the Issuer in cleared funds by the Application Payment Date (or such other time if otherwise accepted by the Issuer in its discretion). The cheque or direct debit details must be provided with the Application by the Offer Closing Date.

#### 3.2 NO ENTITLEMENT TO REFUND ON THE PREPAID INTEREST AND HEDGE COST AND ADVISER FEE

The Investor will not be entitled to any refund of any Prepaid Interest and Hedge Cost and Adviser Fee (if any) paid in any circumstance including if:

- (a) the Investor repays the Loan on or prior to the Maturity Date;
- (b) if an Early Maturity Event or Issuer Buy-Back occurs; or
- (c) the Investor elects to use the Annual Walk Away Option.

#### 3.3 TERMINATION OF THE LOAN

If, on an Annual Payment Date (or such later date as the Lender allows in their sole discretion), you do not pay to the Lender the Prepaid Interest and Hedge Cost payment under clause 3.1(c), then the Issuer may determine that an Early Maturity Event has occurred in relation to your Units, in which case:

- (i) the Loan will be automatically terminated on the Early Maturity Date; and
- (ii) your investment in the Units will terminate on the Early Maturity Date.

If you exercise the Annual Walk Away Option, the Loan will be automatically terminated on the next Annual Payment Date.

## 4. REPAYING

### 4.1 REPAYMENT OF LOAN

- (a) Subject to clause 5, the Investor must repay the Loan Amount on or before the Scheduled Maturity Date (cleared funds must be received no later than 5pm on the Scheduled Maturity Date) unless the Issuer determines that Early Maturity occurs, in which case the Investor must repay the Loan on or before the Early Maturity Date or the Investor becomes insolvent or bankrupt, in which case the Loan is repayable immediately.
- (b) If the Investor requests Issuer Buy-Back, the Investor will receive the Buy-Back Price less the Loan Amount outstanding on the Buy-Back Date. The Issuer will provide the Investor with an estimate of the amount outstanding on the Loan, calculated by the Issuer acting reasonably and subject to interest rates, liquidity, Loan Break Costs and other relevant factors, upon request from the Investor. The Investor may use this estimate to decide whether or not to proceed with early repayment of the Loan but should note that it is only an estimate and the final amount may vary. Investors should note that the amount outstanding will always be equal to or less than the Issue Price (i.e. \$1.00 per Unit).
- (c) If you request an Issuer Buy-Back or if Early Maturity occurs, you irrevocably direct the Lender and the Custodian to pay any Buy-Back Price or Early Maturity Value first to the Lender in satisfaction of the Loan Amount. Any Buy-Back Price or Early Maturity Value in excess of the Loan Amount remains payable to you. If the Buy-Back Price or Early Maturity Value are less than the Loan Amount then you can walk away from your investment and nothing further is payable by you. If you are a superannuation fund, this direction is revocable. However, if you revoke, this will be a breach of the Loan Agreement and the Investor Security Deed will be immediately enforceable.

## 5. ROLE OF THE CUSTODIAN, LEGAL TITLE TO THE UNITS AND LIABILITY OF INVESTORS'

### 5.1 ROLE OF THE CUSTODIAN

Each Investor acknowledges and agrees that:

- (a) the Custodian will be issued the Units to hold on the Investor's behalf pursuant to the terms of the Custody Deed;
- (b) it is bound by the terms of the Custody Deed and that (despite any provision of these Terms) so long as the Custodian is the legal holder of its Units, the Custodian is the only person with rights against the Issuer in respect of those Units;
- (c) the Investor, and not the Custodian, is responsible for performing all obligations to the Issuer and the Lender relating to the Units (including the Delivery Parcel) held by the Custodian on its behalf, and the Custodian authorises it to perform all those obligations on its behalf;
- (d) the Issuer will give all notices required to be given by the Issuer to the Custodian as holder of the Investor's Units directly to the Investor (with a copy to the Custodian).

The Investor irrevocably authorises and directs the Issuer to apply and directs the Issuer to direct the Custodian to apply any amount received under a Unit (including any Early Maturity Value, Buy-Back Price, Termination Payment, value of the

Delivery Asset, any Sale Monies or Accretions) first to the repayment of the Loan Amount (including any interest payable under the Loan and any fees and costs reasonably incurred by the Lender) and second, the surplus (if any) to the Investor. If you are a superannuation fund, this direction is revocable. However, if you revoke, this will be a breach of the Loan Agreement and the Investor Security Deed will be immediately enforceable. Any Final Coupon is payable directly to Investors and is not used to repay the Loan Amount.

### 5.2 GAINING LEGAL TITLE TO THE UNITS

Investors can acquire legal title to the Units, or the Delivery Parcel delivered pursuant to the Units, by repaying the Loan (in respect of all the Units held by the Investor) to the Lender together with any enforcement costs and other amounts payable, to the Lender under the Investor Security Deed.

The Investor may only exercise its right to repay the Loan and obtain legal title before the Maturity Date, and by providing five Business Days prior notice to the Issuer. After the Investor exercises its rights under this clause, the Issuer will direct the Registrar to remove the Custodian from the Register as legal owner of Units and the Custodian will have no further obligations or liabilities to the Investor in connection with this agreement or the Units.

If the Investor obtains legal title to all of their Units, the Investor Security Deed in relation to that Investor Trust will be released and the relevant Investor Trust will terminate.

### 5.3 INVESTOR'S LIABILITY

Where the Investor:

- (a) does not repay the Loan Amount (if any) when due and payable; or

- (b) becomes bankrupt or insolvent,

the Lender may, in its absolute discretion, declare all amounts owing under the Loan to be due and payable and/or exercise its power of sale in respect of the Units under the Investor Security Deed.

The liability of the Investor in relation to the Loan or any charge on the Loan may be enforced by the Lender against the Investor only by exercising its rights under the Investor Security Deed or any other rights it has in relation to the Units or other Charged Property. This clause does not limit any proceedings being brought or other action being taken by the Lender to establish the Investor's liability or the Lender's rights under the Investor Security Deed or otherwise in relation to the Units or such other Charged Property.

## 6. TRANSFER OF THE LOAN

- (a) The Lender may transfer, novate, assign or sub-participate the Loan and any or all of its rights under the Loan at any time, provided that the terms of the Loan Agreement and the limited recourse nature of the Loan continue and are not amended and provided that the transfer is not unfair (as defined in Section 12BG of the ASIC Act) to an Investor and provided that the terms of the Loan Agreement and the limited recourse nature of the Loan continue and are not amended.
- (b) If an Investor transfers their interest in the Units under the Terms, then the Loan must be transferred with the Units and the transferee must agree to the terms of the Loan Agreement.



- (c) A third party (as nominated in the PDS or otherwise approved by the Issuer) (“Acceptor”) may (by notice in writing to the Lender) assume the obligations of the Investor under the Loan Agreement with effect from the time specified in the notice (“Effective Time”) in which case with effect on and from the Effective Time:
- (i) the Acceptor is substituted for the Investor under the Loan Agreement as if a party to the Loan Agreement on the terms of this paragraph (c);
  - (ii) the Acceptor assumes all of the obligations of the Investor under the Loan Agreement arising on or after the Effective Time;
  - (iii) the Investor assigns all of its rights title and benefits under the Loan Agreement arising on or after the Effective Time to the Acceptor; and
  - (iv) every reference in the Loan Agreement to Investor is to be read as if it were a reference to the Acceptor.
- (d) With effect from the Effective Time, the Lender releases the Investor from all its obligations and liabilities under the Loan Agreement arising on or after the Effective Time. Nothing in paragraph (c) or this paragraph (d) has the effect that the Acceptor assumes any obligations or liabilities of the Investor that have arisen before the Effective Time or discharges or otherwise affects any rights, obligations or liabilities of the Investor which have accrued or arisen before the Effective Time.

## 7. SET OFF RIGHTS

- (a) All monetary obligations imposed on the Investor under the terms of this Loan Agreement are absolute, free of any right to counterclaim or set off and may only be satisfied once the payment has cleared.
- (b) The Lender (whether in its capacity as Lender or Issuer) may at any time (including without limitation during the Investment Term or at Maturity) set off any amount payable to it by the Investor or Custodian against any amount payable by the Lender (whether in its capacity as Lender or Issuer) to the Investor or the Custodian (on the Investor’s behalf) whether payable under these Terms, the Deferred Purchase Agreement or otherwise. The Lender may withhold any amount payable by it (whether in its capacity as Lender or Issuer) to the Investor (or the Custodian on behalf of the Investor) in satisfaction of any amount payable to it by the Investor.

## 8. GENERAL

- (a) The Lender may exercise a right or remedy or give or refuse its consent under this Loan Agreement in any way it considers appropriate (including by imposing conditions).
- (b) The Lender is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise or delay in exercising a right or remedy under these Terms.
- (c) The rights and remedies of the Lender under this Loan Agreement are in addition to other rights and remedies given by law independently of this Loan Agreement.
- (d) Rights given to the Lender under this Loan Agreement and the Investor’s liabilities under it are not affected by anything which might otherwise affect them at law.
- (e) The Investor agrees to do anything the Lender asks (such as obtaining consents, signing and producing documents

and getting documents completed and signed):

- (i) to bind the Investor and any other person intended to be bound under this Loan Agreement;
  - (ii) to show whether the Investor is complying with this Loan Agreement.
- (f) All payments of principal or interest must be paid in full and without any deduction or withholding. If any withholding or deduction is required by law, then the payer must pay such additional amounts so that the amount received by the payee is the same amount that would have been received if the deduction or withholding had not been made.

## 9. TAXES AND INDEMNITY

- (a) The Lender and the Custodian are not liable for any Taxes or other charges:
- (i) payable by the Investor in connection with this Loan Agreement; or
  - (ii) payable by the Lender or the Custodian or any other person arising in any way in connection with the Transaction Documents (other than any Tax payable by the Issuer on its own taxable income (as defined under in the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)*) or any Tax payable by the Custodian on any fees payable to it under the Custody Deed);

and are not liable to pay the Investor any additional amount on account of any Taxes or other charges.

- (b) The Investor:
- (i) must pay all Taxes (including GST) and other charges for which the Investor becomes liable in connection with this Loan Agreement; or
  - (ii) must pay an additional amount to the Lender and the Custodian on demand equal to any applicable Taxes (including GST) and other charges arising in any way in connection with the Transaction Documents (other than any Tax payable by the Issuer on its own taxable income (as defined under in the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)*) or any Tax payable by the Custodian on any fees payable to it under the Custody Deed) for which the Lender or the Custodian or any other person becomes liable and indemnifies the Issuer and the Custodian on demand for any such amounts;
  - (iii) indemnifies the Custodian on demand against all liabilities, losses, costs and expenses howsoever characterised which are incurred by the Custodian in connection with the Transaction Documents to the extent that the Custodian is not fully indemnified under the Custody Deed, provided that the Custodian has not been guilty of fraud, wilful default or gross negligence in respect of the Custody Deed; and
  - (iv) acknowledges that the indemnities are continuing obligations, independent of the Investor’s other obligations and continue, without limitation, after this agreement ends and the Loan is repaid or the termination of the relevant Investor Trust. It is not necessary for the Issuer or the Custodian to incur any expense or make any payment before enforcing a right of indemnity.

## 10. INVESTOR SECURITY DEED

The Investor agrees and acknowledges that:

- (a) Under the Investor Security Deed the Custodian (as “Grantor”) agrees to charge to the Lender (as “Secured Party”) all of its rights, title or interests in, to or under the future property of that Investor Trust held by it as the trust fund in respect of that Investor Trust on or after the date of the Investor Security Deed including, without limitation:
- (i) the Units in respect of that Investor Trust;
  - (ii) all rights and property interests attaching to or arising out of or otherwise in respect of the ownership of the Units in respect of that Investor Trust by the Grantor which are acquired by the Grantor after the date of the Investor Security Deed including any Prepaid Interest and Hedge Cost paid or payable in respect of the Units but excluding the Beneficial Interest in the Portion of the Delivery Assets; and
  - (iii) amounts held in a deposit which are referable to that Investor Trust; and all the present and future right, title, benefit and interest of the Grantor in respect of that Investor Trust under, pursuant to or in connection with any bank account and the proceeds (within the meaning of the PPSA Law) of any such Charged Property to which the PPSA Law applies, but excluding the Beneficial Interest in the Portion of the Delivery Assets (the “Charged Property”).
- (b) The Charged Property is charged as security for the payment of:
- (i) all monies which the relevant Investor (or any Acceptor in respect of the obligations of the relevant Investor) is, or at any time may become, actually or contingently liable to pay to the Secured Party under or in relation to the Loan, the Investor Security Deed, the Custody Deed, this PDS and any other transaction document as agreed between the Grantor and Secured Party in connection with that Investor Trust;
  - (ii) all monies which the Grantor is, or at any time may become, actually or contingently liable to pay to the Secured Party under the Investor Security Deed in connection with that Investor Trust; and
  - (iii) any fees, costs, liabilities, taxes and expenses which the Secured Party incurs in connection with the Investor Security Deed including the costs of enforcement; (the “Secured Monies”)
- and the due and punctual performance of all other obligations of the Grantor and each Investor under the Investor Security Deed, Custody Deed, PDS and any other transaction document as agreed between the Grantor and Secured Party (together with the Secured Monies, the “Secured Obligations”).
- (c) The Investor’s interest in the Charged Property under the Custody Deed is subject to the interest of the Lender under the Investor Security Deed and that the Lender’s interest ranks in priority to the Investor’s interest.
- (d) The Grantor enters into the Investor Security Deed in its capacity as Custodian.
- (e) The Lender’s recourse (as the Secured Party) and the Grantor’s liability in respect of the Secured Obligations under the Investor Security Deed in relation to an Investor

Trust is limited to only the amount the Secured Party can obtain by enforcing the Secured Party’s rights in respect of the Charged Property in relation to that Investor Trust under the Investor Security Deed.

- (f) The Grantor must not create or allow to exist or agree to any encumbrance over or sell, assign or otherwise dispose of, deal with or part with possession of any of the Charged Property except to the extent permitted by the Transaction Documents.
- (g) The Investor must pay or repay the Secured Monies to the Lender in accordance with the Investor Security Deed and these terms.
- (h) Once the Secured Monies in relation to an Investor Trust have been paid in full and the Grantor has satisfied its obligations under the Investor Security Deed and the relevant Investor has satisfied its obligations under the Transaction Documents in relation to that Investor Trust, the Secured Party will discharge the Investor Security Deed in respect of that Investor Trust at the request of the Grantor. The Secured Party may release part of the Charged Property when there is a reduction in the Secured Obligations and when part of the Charged Property is delivered to the Secured Party.
- (i) The Security Interests under the Investor Security Deed become enforceable in relation to an Investor Trust, immediately upon the occurrence of an Event of Default in relation to that Investor Trust (without the need for any demand or notice to be given to the Grantor or any or any other person). Upon the occurrence of an Event of Default or any event resulting in Early Maturity, the Secured Monies in relation to that Investor Trust are immediately due and payable without the need for any demand or notice to be given by the Grantor or any other person.
- (j) Upon the Investor Security Deed in relation to an Investor Trust becoming enforceable, the Secured Party has wide powers including, but not limited to:
  - (i) the power to do all acts and things and exercise all rights, powers and remedies that the Grantor could do or exercise in relation to the relevant Charged Property; and
  - (ii) upon the Investor Security Deed in relation to an Investor Trust becoming enforceable, the Secured Party has wide powers i.e. the power to do all things and exercise all rights, powers, and remedies that the Grantor could do or exercise in relation to the relevant Charged Property, including the power to take possession and assume control of the Charged Property, collect and get in and give receipts for the Charged Property and sell or agree to sell the Charged Property on terms the Secured Party considers fit.
- (k) The Custodian acknowledges the Investor Security Deed and will follow the instructions of the Secured Party. The Secured Party may assign its rights under the Investor Security Deed to any affiliate without the prior written consent of the Grantor (provided the assignment is not unfair within the meaning of Section 12BG of the ASIC Act). The Grantor may not assign any of its rights under the Investor Security Deed without the prior consent of the Secured Party.
- (l) Anything which must be done by the Grantor under the

Investor Security Deed, whether or not at the request of the Secured Party, must be done at the cost of the Secured Party. Where the Grantor fails to act in accordance with the Investor Security Deed or to the satisfaction of the Secured Party, the Secured Party may do or cause to be done things which must be done by the Grantor under the Investor Security Deed.

A copy of the Investor Security Deed is available by contacting Tailored Investment Solutions on 1300 760 397.

## 11. CUSTODY DEED

The Investor agrees and acknowledges that:

- (a) The Custody Deed is a deed poll issued by the Custodian in favour of the Issuer and each of the Investors in the Units.
- (b) Under the Custody Deed the Custodian holds the Units (and the Custodian (or its nominee) holds any Delivery Parcel or Sale Monies in relation to that Unit) and any other property of an Investor Trust on trust for the relevant Investor.
- (c) The Custodian is entitled to a fee as agreed between the Issuer and the Custodian. This fee is payable by the Issuer from its own funds.
- (d) The Custodian holds the Units in respect of which Investors receive a beneficial interest. The appointment of the Custodian in relation to these Units is irrevocable. The Custodian holds these Units for Investors, subject only the Investor Security Deed. The Custodian must, at all times, act in accordance with the Investor Security Deed in favour of the Lender (as "Secured Party"), subject to the Custody Deed.
- (e) The Custodian is only required to act, or not act, on proper instructions received from the Issuer, and in some circumstances, the Investor ("Proper Instructions") and has no responsibility or liability for acting, or not acting, in accordance with Proper Instructions. If the Custodian receives a Proper Instruction from the Issuer to deal with any Unit (or any Coupon, Delivery Parcel or Sale Monies in relation to that Unit) held under the Investor Trust, the Custodian must act in accordance with Proper Instructions unless, amongst other things, the Custodian considers that they conflict with the terms of any Transaction Document, any applicable law or regulation or local market practice.
- (f) Each Investor Trust is a separate trust for each Unit.
- (g) The Custodian has no liability under the Custody Deed to any person (including Investors) for any loss suffered as a result of any act or omission of the Custodian or any other person or any loss in connection with any Transaction Document or an Investor Trust, other than to the extent to which it is entitled to and does actually obtain an indemnity from the assets of the relevant Investor Trust. This limitation of liability does not apply to an obligation or liability of the Custodian to the extent that the Custodian is not entitled to an indemnity out of the assets of an Investor Trust because the Custodian has been guilty of fraud, wilful default or gross negligence in respect of the Custody Deed.
- (h) In no circumstances shall the Custodian be liable to any person (including the Investors of an Investor Trust) for consequential or indirect loss, damages or expenses arising out of or in relation to a Transaction Document, the services provided under the Custody Deed, any delay or other failure

in supplying the services including without limitation, lost profits and damage suffered as a result of claims by any person.

- (i) To the extent that the Custodian is not fully indemnified, each Investor and the Secured Party jointly shall indemnify the Custodian against all liabilities, losses, costs and expenses howsoever characterised which are incurred by the Custodian in connection with the Transaction Documents, except to the extent that the Custodian has been guilty of fraud, wilful default or gross negligence in respect of the Custody Deed.
- (j) The Investor provides the indemnities set out in clause 10 of Section 12, "Terms of the Deferred Purchase Agreement" and clause 9 of Section 13 "Loan Agreement".
- (k) The Custodian and the Secured Party may amend the terms of the Custody Deed and that amendment will not affect the terms of any subsisting Investor Trust unless the relevant Investor first consents to it or if, in the opinion of the Custodian, the amendment is to correct a manifest error or is not unfair (as defined in section 12BG of the ASIC Act), will not materially prejudice the Investor of the relevant separate trust, or is made to comply with applicable law.
- (l) An Investor Trust terminates upon the Custodian ceasing to hold any property on the terms of that Investor Trust (other than on the appointment of a replacement custodian under the Custody Deed). This may occur when the Investor in respect of that Investor Trust obtains legal title to their Units or when all the Units held in an Investor Trust have been bought back by the Issuer following an Issuer Buy-Back or if the Investor elects to exercise the Annual Walk Away Option.
- (m) Each Investor Trust will be administered in accordance with the Custody Deed and, specifically, that the Custodian may pool the interests or the property of each Investor Trust provided that all Units are registered in the name of the Custodian as the legal owner and any money received by the Custodian is to be deposited into the same bank account.

A copy of the Custody Deed is available by contacting Tailored Investment Solutions on 1300 760 397.

## 14. DEFINITIONS

Capitalised words have the following meaning given to them, unless the context requires otherwise. All references to clauses are to clauses in the Terms.

**Acceptor** has the meaning specified in Section 5 “The Loan Facility”;

**Accretions** means all rights, accretions and entitlements attaching to any Reference Asset or Delivery Assets after the Commencement Date including without limitation, all voting rights, all dividends and all rights to receive dividends and other distributions or shares, notes, options, units or other financial products exercisable, declared, paid or issued in respect of the Delivery Asset;

**Adjustment Event** means any of the following in respect of the Units, and, where relevant, in respect of one or more of the Assets:

- (a) where the Asset is a security or interest in a managed investment scheme:
  - (i) any event which results in the Asset being consolidated, restructured, sub-divided or replaced with some other form of security or property;
  - (ii) the issuer of the Asset reduces its share capital through either a cash return of share capital, capital distribution or otherwise (whether or not resulting in the cancellation of securities in the Delivery Parcel);
  - (iii) the issuer of the Asset declares a rights issue or restructures its share capital in any manner;
  - (iv) a scheme of arrangement, quasi-scheme of arrangement or merger in the nature of a scheme of arrangement occurs in relation to the issuer of the Asset;
  - (v) the issuer of the Asset makes a buy-back offer in relation to all or any of the Assets;
  - (vi) the issuer of the Asset issues bonus shares, units or other property to holders of the Asset;
  - (vii) a takeover bid is made or announced for all or any of the Assets;
  - (viii) any part of the Asset is or becomes subject to compulsory acquisition under the Corporations Act or otherwise;
  - (ix) the issuer of the Asset declares or makes a non-cash Dividend or Special Dividend;
  - (x) any event occurs which constitutes a Disposal Event; or
  - (xi) the issuer of the Asset is insolvent by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the Asset.
- (b) where the Asset is an index:
  - (i) the Asset is suspended or ceases to be published for a period of 24 hours or more;
  - (ii) the Asset is terminated or ceases to exist for any reason whatsoever;
  - (iii) the Asset is not calculated and announced by the index sponsor, but is calculated and announced by a successor to the index sponsor;
  - (iv) the Asset is replaced by a successor index using the same or a substantially similar formula for and method of calculation; or
  - (v) there is a Suspension or material limitation on trading of securities generally on a Relevant Exchange or a Related Exchange for a period of 24 hours or more;
  - (vi) the index sponsor or any successor makes a material change in the formula for or the method of calculating the Asset or the basket constituents of the index or in any way materially modifies that Asset;
- (c) where the Asset is a futures contract:
  - (i) the temporary or permanent discontinuance or unavailability of the Price Source;
  - (ii) the failure to obtain at least three quotations as requested from relevant dealers, if pricing is determined by reference to dealer quotes;
  - (iii) the permanent discontinuation of trading in the relevant futures contract on the relevant exchange;
  - (iv) the disappearance of, or of trading in, the relevant asset underlying the futures contract;
  - (v) the disappearance or permanent discontinuation or unavailability of a price for the relevant futures contract notwithstanding the availability of the Price Source;
  - (vi) the occurrence of a material change (as determined by the Issuer in its discretion) in the formula for or the method of calculating the relevant futures contract price; and
  - (vii) the occurrence of a material change (as determined by the Issuer in its discretion) in the content, composition or constitution of the relevant futures contract, or the asset underlying the futures contract.
- (d) any Force Majeure Event occurs, or any other event occurs which Issuer determines in good faith results in the performance of its obligations having become or becoming, in circumstances beyond its reasonable control, impossible, unlawful, illegal or otherwise prohibited;
- (e) a Change of Law occurs;
- (f) the Issuer is unable, on or after the date of this PDS up to and including the Settlement Date (which includes the Maturity Date) or any other relevant date, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Units, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s);
- (g) the Issuer would, on or after the date of this PDS up to and including the Settlement Date (which includes the Maturity Date) or any other relevant date, incur a materially increased (as compared with circumstances existing on the date of this PDS) amount of tax, duty, expense or fee (other than brokerage commissions) to:
  - (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Units, or
  - (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer will not be deemed an Adjustment Event;



- (h) the Issuer's hedging arrangements are suspended, terminated, adjusted or changed for any reason as determined by the Calculation Agent for those hedging arrangements or any Asset relevant to the hedging arrangement is terminated suspended, adjusted or changed in any way;
- (i) a security granted by the Asset, its manager or certain service providers becomes enforceable or any of their trading or dealing arrangements become terminable because of default by them;
- (j) the net asset value of the Asset is not calculated or published as required, or the timing of the calculation or publication changes, or the methodology used changes;
- (k) information about the Asset is not published or provided as required;
- (l) trading in the Asset is suspended or restricted;
- (m) the Asset, its manager or certain service providers become insolvent by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the Asset;
- (n) there is an event in respect of the Asset or its manager by which:
  - (i) the entity will be merged with another entity (unless it will continue as an entity without reclassification or change of its shares/units); or
  - (ii) there is a change in control of the entity;
- (o) a securities lending agreement (if any) is terminated, adjusted or changed;
- (p) any actual or proposed event that in the Issuer's reasonable opinion be expected to lead to any of the events referred to in paragraphs (a) to (o) above occurring;

**Adviser Fee** means the Adviser Fee specified in Section 3.2 "Key Information";

**Affected Party** as defined in the Hedge, means the party affected by the Termination Event (as defined in the Hedge);

**Agency Sale Option** means the agreement between the Investor and the Issuer entered into on receipt by the Issuer of a Notice of Maturity specifying the Investor's election to exercise the Agency Sale Option or the Investor's deemed election under clause 4.4 of the Terms, under which the Issuer (or its nominee) will sell, or procure the sale of, the Delivery Assets for and on behalf of the Investor on or as soon as practicable after the Settlement Date in accordance with clause 4.4 of the Terms of the Deferred Purchase Agreement in this PDS;

**Annual Payment Date** means the First Annual Payment Date, the Second Annual Payment Date, or the Third Annual Payment Date or any of them as the content requires;

**Annual Walk Away** Option means the annual choice given to Investors in the Units to continue or discontinue the Loan and therefore, their investment in the Units as described in Section 3.2 "Key Information";

**Application** means an offer by the Investor to the Issuer to acquire the Delivery Parcel on a deferred basis on the terms and conditions set out in the Terms;

**Application Form** means the Application Form attached at the back of this PDS;

**Application Payment Date** means the date specified in Section 3.1 "Timeline";

**Arranger** means the entity specified as such in Section 3.2 "Key Information";

**ASIC** means the Australian Securities and Investments Commissions;

**ASIC Act** means the *Australian Securities and Investments Commission Act 2001* (Cth), as amended from time to time;

**Asset** means the Reference Asset, Delivery Asset, or any component or constituent thereof, any Hedge, or a factor relevant to the calculation of, any payment or any component of the Units as specified in Section 3.2 "Key Information" as such;

**ASX Settlement Operating Rules** means the settlement rules of the ASX Settlement and Transfer Corporations Pty Limited as amended or substituted from time to time;

**ASX** means Australian Securities Exchange as operated by ASX Limited (ABN 98 008 624 691);

**ATO** means the Australian Taxation Office;

**AUSTRAC** means the Australian Transaction Reports and Analysis Centre which regulates the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;

**Beneficial Interest** means the beneficial interest in the Portion of the Delivery Assets in accordance with clause 9 of the Terms;

**Break Costs** means all costs, expenses and losses reasonably incurred by the Issuer acting in a commercially reasonable manner (including without limitation, any amounts paid or incurred on account of GST to the extent that input tax credits are not available and any upfront selling fees paid to an adviser that may be applicable) and notified by the Issuer as payable by the Investor as a result of:

- (a) the determination of an Early Maturity Date or Buy-Back Date or other early termination of the Deferred Purchase Agreement;
- (b) the termination or reversal of any arrangements service contracts or hedge position entered into by the Issuer in connection with Units which is terminated early; or
- (c) any loss of profits that the Issuer may suffer by reason of the early termination of the Deferred Purchase Agreement;

**Business Day** has the meaning given in Section 3.2 "Key Information" or if none is specified means:

- (a) a day when the ASX and any other Relevant Exchange is open for trading; and
- (b) in relation to any payments or deliveries due under the Terms, a day on which the ASX is open for trading; and
- (c) in relation to any calculations involving a Relevant Exchange or an Asset, a day on which banks are open for business in the primary jurisdiction in which that Relevant Exchange is located or in which the Asset is traded;

**Buy-Back Date** has the meaning given in Section 3.1 "Timeline";

**Buy-Back Price** means the fair economic value of the Units as determined by the Issuer, acting in good faith and a commercially reasonable manner, on the Buy-Back Date taking into account any Delivery Costs, Break Costs and bid-offer spread;

**Calculation Agent** means Tailored Investment Solutions Pty Ltd undertaking such role by reference to the Issuer's hedge and/or other arrangements in relation to the Units;

**Change** has the meaning given in clause 12 "Amendment of Terms" of the Terms;

**Change of Law** means that due to the adoption of, or any change in any applicable law or regulation (including any tax legislation) or due to the promulgation of or any change in the interpretation (by any court, tribunal or regulatory authority with competent jurisdiction) of any applicable law or regulation (including any action taken by a taxing authority) the Issuer determines in good faith that it has become illegal for any party to hold, acquire or dispose of the relevant assets or the Issuer or any other party will incur a materially increased cost in performing its obligations under the Units (including due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

**Charged Property** in relation to the Investor Security Deed and an Investor Trust, means all of the Grantor's rights, title or interests in, to or under the future property of that Investor Trust held by it as the trust fund in respect of that Investor Trust on or after the date of the Investor Security Deed including, without limitation:

- (i) the Units in respect of that Investor Trust;
- (ii) all rights and property interests attaching to or arising out of or otherwise in respect of the ownership of the Units in respect of that Investor Trust by the Grantor which are acquired by the Grantor after the date of this deed including any Interest paid or payable in respect of the Units but excluding the Beneficial Interest in the portion of the Delivery Assets; and
- (iii) amounts held in a deposit which are referable to that Investor Trust; and

all the present and future right, title, benefit and interest of the Grantor in respect of that Investor Trust under, pursuant to or in connection with any deposit and the proceeds (within the meaning of the PPSA Law) of any such Charged Property to which the PPSA Law applies, but excluding the Beneficial Interest in the Portion of the Delivery Assets;

**CHESS** has the meaning given in the ASX Settlement Operating Rules;

**Commencement Date** means the date specified in the Investor's Confirmation Notice as the "Commencement Date" for the Units held, which is expected to be on or around the date specified in Section 3.1 "Timeline";

**Confirmation Notice** means a notice provided by the Issuer to an Investor in accordance with clause 1.3(d) of the Terms;

**Corporations Act** means the Corporations Act 2001 (Cth) as amended from time to time;

**Coupon** means the First Coupon, the Second Coupon and/or the Final Coupon or any or all of them as the context requires;

**Custodian** means TIS Nominees No.1 Pty Ltd ACN 611 674 214 ] in its capacity as custodian under the Custody Deed;

**Custody Deed** means the Custody Deed described in section 11.5 of this PDS;

**Default under Specified Transaction** has the meaning given in the Hedge Agreement and includes where a relevant party under the Hedge Agreement defaults under a Specified Transaction and this results in an acceleration or early

termination of that Specified Transaction (or other transactions under the same documentation), defaults on the last payment date, or any payment on early termination of, a Specified Transaction or repudiates or otherwise challenges the validity of a Specified Transaction. Where **Specified Transaction** means any swap, forward, future, option or other derivative transaction entered into between the parties to the Hedge Agreement, any similar transaction or combination of these transactions and any other transactions specified as such by the parties;

**Deferred Purchase Agreement** or **DPA** means the agreement between the Issuer and Investor as set out in the Terms and the PDS including Section 3.2 "Key Information";

**Delivery Asset** means the Delivery Assets specified in Section 3.2 "Key Information" or determined by the Issuer in accordance with the Terms;

**Delivery Asset Price** means, as calculated by the Issuer in its reasonable discretion, the price per Delivery Asset at which the Issuer (or its nominee) acquires or purchases, in connection with the Units, the Delivery Asset on the Business Day immediately following the Maturity Date (or in the case of an Early Maturity, the Early Maturity Date), unless it is not possible or practical to determine the price of the Delivery Asset at that time, in which case the Issuer may, in its reasonable discretion acting in a commercially reasonable manner, nominate another time or period of time to determine the price (including, if the Issuer determines in its discretion, the average weighted price at which the Issuer (or its nominee) acquires or purchases, in connection with the Units, the Delivery Asset;

**Delivery Costs** means any incidental costs or expenses incurred by the Issuer in relation to the transfer of any Delivery Assets to or for the benefit of the Investor following Maturity or Early Maturity. For the avoidance of doubt, this includes, without limitation, any amounts paid or incurred by the Issuer or its nominees on account of GST to the extent that input tax credits are not available or on account of any other Taxes incurred as a result of transferring the Delivery Assets on Maturity or Early Maturity;

**Disposal Event** means an event which gives rise to an obligation on the Issuer under law to dispose of all or part of the Delivery Assets, or Reference Asset;

**Delivery Parcel** has the meaning given in Section 3.2 "Key Information" and the number of each type of Delivery Asset in the Delivery Parcel to be delivered by the Issuer to the Investor on the Settlement Date is determined by the following formula:  
[(Final Value x Number of Units held by Investor – Delivery Costs)/N]/Delivery Asset Price

Where N means the number of different types of Delivery Assets in each Delivery Parcel;

**Dividend** means an ordinary dividend or distribution;

**Early Maturity** means accelerated Maturity in accordance with clause 5 of Section 12 "Terms of the Deferred Purchase Agreement" and includes early maturity following an Early Maturity Event or an Issuer Buy-Back;

**Early Maturity Date** means the date notified to the Investor as such in the Early Maturity Notice;

**Early Maturity Event** has the meaning given in clause 5.1 "Early Maturity by the Issuer" of the Terms;

**Early Maturity Notice** means the notice of early maturity given in accordance with clause 5.4(a)(i) of the Terms;

**Early Maturity Value** means the fair economic value of the Unit at or around 5:00 pm Sydney time on the Early Maturity Date as determined by the Issuer acting in good faith and a commercially reasonable manner, unless it is not possible or practical to determine the fair economic value of the Unit at that time, in which case the Issuer may nominate another time to determine the Early Maturity Value;

**Effective Time** has the meaning as defined in Section 13 “Loan Agreement”;

**Event of Default** as defined in the Hedge, includes the occurrence of the following events:

- (a) failure to pay or deliver, when due, any payment or delivery under the Hedge;
- (b) breach or repudiation by either party of the Hedge;
- (c) default under a credit support document (such as a credit support annex);
- (d) a representation made by a party to the Hedge proves to have been incorrect or misleading in any material respect when made or repeated (or deemed to have been made or repeated);
- (e) default by a party in a transaction specified in the Hedge;
- (f) if applicable in the Hedge, default under any other agreements of a specified type where the aggregate principal amount of such agreements exceeds a specified threshold amount;
- (g) bankruptcy event in relation to a party (including the party being dissolved, becoming insolvent, having bankruptcy proceedings instituted against it, having a liquidator, receiver or other similar official appointed); and
- (h) a party consolidates or amalgamates with, or merges with or into, another entity and the other entity does not assume all the obligations of the party under the Hedge.

**Exchange Business Day** means a day that is both a Business Day and on which the Relevant Exchange is open for trading;

**Final Reference Asset Value** has the meaning given in Section 15 “Formulae and Calculation Table”;

**Final Coupon** has the meaning given in Section 3.2 “Key Information” and Section 15 “Formulae and Calculation Table”;

**Final Value** per Unit means the value specified in Section 3.2 “Key Information” as the “Final Value” and is calculated in accordance with the formula in Section 15 “Formulae and Calculation Table”;

**First Annual Payment Date** has the same meaning as the Application Payment Date;

**First Coupon** means the Gross First Coupon less the Performance Fee;

**Fixed Coupon** means each of the First Coupon and Second Coupon payable at the end of Year 1 and Year 2 of the Investment Term, respectively.

**Force Majeure Event** means an event or circumstance beyond the reasonable control of a party that prevents one or more parties from performing their obligations under this Agreement;

**Fund** has the meaning given in clause 11.2 of the Terms “Superannuation funds and Trusts”

**Governing Rules** has the meaning given in clause 11.2 of the Terms “Superannuation Funds and Trusts”;

**Government Agency** means:

- (a) a government, whether foreign, federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other governmental, semi-governmental, administrative or judicial, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not and includes any self-regulatory organisation established under statute or any stock exchange;

**Grantor** means, in respect of the Investor Security Deed, the Custodian;

**Gross Coupons** means the Gross First Coupon, the Gross Second Coupon and the Gross Final Coupon;

**Gross First Coupon** has the meaning given in Section 15 “Formulae and Calculation Table”;

**Gross Second Coupon** has the meaning given in Section 15 “Formulae and Calculation Table”;

**Gross Final Coupon** has the meaning given in Section 15 “Formulae and Calculation Table”;

**Gross Fixed Coupon** means the sum of the Fixed Coupon payments and the Performance Fees payable in respect of those payments.

**GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time);

**Hedge** and **Hedge Agreement** means any contract pursuant to which the Issuer hedges its obligations under a DPA of a Series between the Issuer (as “Grantor”) and the Hedge Counterparty (the counterparty to the Hedge with the Issuer) from time to time ;

**Hedge Counterparty** means an entity with whom the Issuer enters into a Hedge;

**Holder Identification Number** or **HIN** has the meaning given in the ASX Settlement Operating Rules;

**Identification Form** means the identification form attached to or accompanying the PDS;

**Index Sponsors** has the meaning given to it in Section 3.2 “Key Information”;

**Initial Averaging Dates** has the meaning given in Section 3.1 “Timeline”;

**Initial Reference Asset Value** has the meaning given in Section 15 “Formulae and Calculation Table”;

**Issuer** has the meaning specified in Section 3.2 “Key Information”;

**Investor** means the person or entity, other than the Custodian, whose name is entered on the Register as the legal owner or beneficial holder of Units from time to time during the Investment Term;

**Investor Security Deed** means, in respect of a Investor Trust and a Series, the deed entitled “Investor Security Deed” for that Investor Trust and Series entered into between the Grantor and the Issuer dated on or before the Commencement Date, as amended from time to time or the charge over the secured property created by that deed, as appropriate;

**Investor Trust** in relation to the Investor Security Deed, means each of the trusts, one for each Unit, constituted under the Custody Deed;



**Investment Amount** means the Issue Price multiplied by the number of Units purchased;

**Investment Term** means, in respect of Units held by an Investor, the time period from the Commencement Date to the Scheduled Maturity Date as specified in the Timeline in Section 3.1;

**Issue Price** means the price specified in Section 3.2 “Key Information” as the amount payable by an Investor for a Unit issued on or before the Commencement Date;

**Issuer** has the meaning given to it in Section 3.2 “Key Information”;

**Issuer Buy-Back** means an Investor requested buy back of Units by the Issuer in accordance with Section 12 “Terms of the Deferred Purchase Agreement”;

**Issuer Buy-Back Form** means the form by that name attached at the back of this PDS;

**Issuer Buy-Back Request** means an Investor’s request for the Issuer to buy back their Units as made via the Issuer Buy-Back Form contained in the PDS or provided by the Issuer upon request or any other method specified from the Issuer from time to time;

**Lender** means the Issuer in its capacity as the lender under the Loan Agreement as specified in Section 3.2 “Key Information” and Section 6 The Loan Facility”;

**Loan** has the meaning referred to in Section 3.2 “Key Information” and Section 6 “The Loan Facility”;

**Loan Agreement** has the meaning given in Section 13 “Loan Agreement”;

**Loan Amount** has the meaning given in Section 13 “Loan Agreement” and is the Loan amount outstanding from the Investor to the Lender as determined by the lender in its absolute discretion from time to time;;

**Loan Break Costs** means any costs, expenses, losses incurred by the Lender as a result of the Loan being repaid early;

**Majority Investors** in respect of a separate trust, means Investors who together hold more than 50% in value of the Total Outstanding for the Series relating to that separate trust;

**Market Disruption Event** means the occurrence or existence on any Business Day of any of the following events, in the determination of the Issuer:

- (a) the Suspension or material limitation or disruption of trading in one or more of the Assets or in securities or futures contracts generally on the ASX , Relevant Exchange, Related Exchange or a market associated with any of the Assets; or
- (b) any of the Assets or prices relating to the Assets ceases to exist or is materially changed, fails to be calculated and published, or the method of calculation materially changes;
- (c) any event occurs that disrupts or impairs the ability of market participants in general (i) to effect transactions in, or obtain market values for, any of the Assets, on the Relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts related to the Assets on the Relevant Exchange or any Related Exchange;
- (d) the Relevant Exchange closes prior to its scheduled closing time on a Business Day and the earlier closing time was not expected or announced with sufficient notice;

(e) the declaration of a general moratorium in respect of banking activities in the country where any Relevant Exchange or Related Exchange is located;

(f) any market disruption event (however described) under the Hedge Agreement; or

(g) any similar event the Issuer reasonably declares to be a Market Disruption Event, including a Force Majeure Event.

For the purposes of this definition, (1) a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Relevant Exchange or Related Exchange; (2) a limitation on trading imposed during the course of a day by reason of movements in price otherwise exceeding levels permitted by the Relevant Exchange or Related Exchange will constitute a Market Disruption Event; and (3) issues of materiality are to be determined in the reasonable discretion of the Issuer;

**Maturity** means the settlement of the deferred purchase of the Delivery Parcel in accordance with clause 4 of the Terms other than as a result of Early Maturity;

**Maturity Averaging Dates** has the meaning given in Section 3.1 “Timeline”;

**Maturity Date** means the date specified in the “Timeline” in Section 3.1 of the PDS as the “Maturity Date”, unless there is an Early Maturity under clause 5 of the Terms, in which case the Maturity Date will be the Early Maturity Date;

**Minimum Buy-Back Amount** has the meaning given to it in Section 3.2 “Key Information”;

**Minimum Investment Amount** means, the amount specified in Section 3.2 “Key Information” as the “Minimum Investment Amount” or such lesser amount as the Issuer in its discretion may determine for any one or more Applicants;

**Minimum Total Subscription** means the amount specified as such (if any) in Section 3.2 “Key Information”;

**Nominated Account** means the transactional banking account held with an Australian bank which is nominated by the Investor on its Application Form;

**Notice of Maturity** means the notice sent to Investors at least 20 Business Days prior to the Maturity Date in which an Investor may elect to participate in the Agency Sale Option;

**Notional Exposure per Unit** means \$1.00;

**Offer** means the offer of an agreement to purchase the Delivery Assets specified in Section 3.2 “Key Information” on certain terms including deferred delivery and to enter into a Loan for the Investment Amount;

**Offer Closing Date** means the date specified in Section 3.1 “Timeline” as the cut off time for initial investments;

**Offer Opening Date** means the opening dates of the Offer Period as specified in Section 3.1 “Timeline” as the time from which Applications for Units will be accepted;

**Offer Period** means offer period for Units with open and close dates as specified in the Section 3.1 “Timeline”;

**Performance Fee** means the performance fee set out in Section 3.2 “Key Information”;

**PDS** means the Product Disclosure Statement, including any Application Form and any Issuer Buy-Back Form, for the relevant Units as supplemented, amended or updated from time to time;



**Portion** means the number of Delivery Assets held by the Issuer on the Commencement Date for a particular Series, determined by the Issuer in its discretion, divided by the number of Units on issue in that Series and disclosed in the Confirmation Notice;

**Prepaid Interest and Hedge Cost** has the meaning given in Section 3.2 “Key Information”;

**Price Source** means the publication or other origin reporting or publishing the price of a Reference Asset;

**PPSA Law** means the *Personal Property Securities Act 2009* (Cth), any regulations made under the *Personal Property Securities Act 2009* (Cth) and any amendments to any other legislation as a consequence of the *Personal Property Securities Act 2009* (Cth) or any of those regulations;

**Reference Asset** has the meaning given in Section 3.2 “Key Information”;

**Reference Asset Closing Price** has the meaning given in Section 3.2 “Key Information”;

**Reference Asset Level** means the Reference Asset Closing Price on the relevant Scheduled Business Day.

**Reference Asset Value** has the meaning given in Section 3.2 “Key Information”;

**Register** means the registers of legal and beneficial owners of Units, as named on the register, maintained by the Registrar;

**Registrar** means the person or entity identified in Section 3.2 “Key Information” or any other registrar appointed by the Issuer from time to time;

**Related Exchange** means each exchange or quotation system where trading has a material effect (as determined by the Issuer) on the overall market for the futures, options, securities or other assets underlying the Reference Asset are traded;

**Relevant Exchange** means in the case of:

- (a) any exchange traded security or financial product, the primary exchange upon which that financial product is traded; and
- (b) an index, the primary exchange upon which the financial products which primarily constitute that index are traded; and
- (c) a commodity, any exchange where contracts or futures relating to the commodity are traded;

or as determined in the reasonable discretion of the Issuer;

**Sale Monies** mean the monies from the sale of the Delivery Assets obtained by the Issuer (or its nominee) on behalf of the Investor under the Agency Sale Option, less Break Costs and if applicable Delivery Costs, including brokerage, applicable to the sale of the Delivery Parcel;

**Scheduled Business Day** means, in respect of a Reference Asset or Delivery Asset, any day on which the Relevant Exchange and/or related exchange in respect of such Reference Asset or Delivery Asset is scheduled to be open for trading for their respective regular trading sessions;

**Scheduled Maturity Date** means the Maturity Date specified in Section 3.1 “Timeline”;

**Second Annual Payment Date** has the meaning given in Section 3.1 “Timeline”;

**Second Coupon** means the Gross Second Coupon less the Performance Fee;

**Secured Money** in relation to the Investor Security Deed and an Investor Trust, means:

- (a) all monies which an Investor (or any Acceptor in respect of the obligations of the relevant Investor) is, or at any time may become, actually or contingently liable to pay to the Lender under or in relation to the Loan or the Investor Security Deed, the PDS (including the Loan Agreement and the Terms) and any other document which the Lender and Custodian agree is a transaction document in connection with that Investor Trust; and
- (b) all monies which the Custodian (as “Grantor”) is, or at any time may become, actually or contingently liable to pay to the Issuer (as “Secured Party”) under the Investor Security Deed in connection with that Investor Trust; and
- (c) any fees, costs, liabilities and taxes and expenses which the Issuer incurs in connection with the Investor Security Deed including the costs of enforcing the Investor Security Deed in connection with that Investor Trust.

**Secured Obligations** means in relation to the Investor Security Deed, means in respect of an Investor Trust each and any obligation of either the Custodian under the Investor Security Deed or the relevant Investor (or any Acceptor in respect of the obligations of the relevant Investor) under the Investor Security Deed, the PDS (including the Loan Agreement and the Terms) and any other document which the Lender and Custodian agree is a transaction document in connection with that Investor Trust;

**Secured Party** has the meaning as defined in the Investor Security Deed.

**Security Interest** means a right, interest, power or arrangement in relation to an asset which provides security for, or protects against default by a person in, the payment or satisfaction of a debt, obligation or liability, and includes a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title or any arrangement under which money or claims to, or the benefit of, any party or creditor may be applied, set-off or made subject to a combination of accounts;

**Series** means TIS ASX 200 Investment Units Series 1 of Units offered under this PDS, each other series of Tailored Investment Solutions Units and each other series of financial products issued by the Issuer;

**Settlement Date** means the tenth Exchange Business Day after the Maturity Date or such other date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the Terms;

**Settlement Notice** means the notice from the Issuer to Investors following settlement on Early Maturity or a Buy-Back Date;

**Special Dividend** means any special or abnormal dividend or distribution in respect of securities (including a distribution of income or capital) and includes a dividend or distribution described by the entity declaring that dividend or distribution as:

- (a) special, abnormal, extraordinary, additional or extra;
- (b) part of a scheme of arrangement or takeover consideration;
- (c) part of a special distribution involving a return of capital, or are otherwise characterised by the ASX or the Relevant Exchange as a special dividend or special distribution.

**Suspension** means any temporary cessation of the trading or quotation of the Delivery Asset, including a trading halt on the ASX, Relevant Exchange or Related Exchange (as the context requires);

**S&P** means Standard & Poor's, a division of The McGraw-Hill Companies Inc.;

**S&P/ASX 200 Index** means the S&P/ASX 200 Price Return Index published by S&P;

**Tax** or **Taxes** means any income tax, capital gains tax, GST, withholding tax, stamp, registration and other duties and other related taxes, levies, imposts, deductions, interest, penalties and charges;

**Termination Event** or other similar early termination event as defined in the Hedge, means the occurrence of the following events:

- (a) illegality i.e. it becomes unlawful for any obligations entered into under the Hedge to be performed;
- (b) force majeure event;
- (c) due to changes in taxation law, action taken by a taxing authority, court proceedings or the merger, consolidation or amalgamation of a party the amount of tax payable by a party is increased;
- (d) if applicable in the Hedge, on the merger, consolidation or amalgamation of a party, the credit rating of that party is materially weaker; and
- (e) any other event under the terms of the Hedge Agreement that constitute early termination or maturity of the Hedge;

**Termination Payment** means the amount determined by the Issuer acting in good faith and a commercially reasonable manner. Without limiting the foregoing, in determining the Termination Payment, the Issuer may adjust the Termination Payment for any costs, losses or expenses that it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity, including without limitation, Delivery Costs, Break Costs, administrative costs, costs of unwinding any hedge put in place for the purposes of meeting its obligations under the Terms, and any cost of funding or any loss of bargain;

**Terms** means the Terms of the Deferred Purchase Agreement and the Terms of the Loan Agreement (and either or both of them as the context requires) which are set out in Section 12 and 13 of the PDS on which the Investor agrees to acquire the Delivery Parcel from the Issuer and enter into the Loan with the Lender;

**Timeline** means the timeline set out in Section 3.1 "Timeline";

**TIS** or **Tailored Investment Solutions** means Tailored Investment Solutions Pty Limited, the Issuer for the Units;

**Total Outstanding**, in respect of a Series, means the aggregate of the Secured Money to all Investors under that Series;

**Transaction Documents** in relation to Investor Security Deed and Custody Deed means:

- (a) the Investor Security Deed;
- (b) this PDS including Section 12 "Terms of the Deferred Purchase Agreement" and Section 13 "Loan Agreement" and the Application Form;
- (c) the Custody Deed; and
- (d) any document which the Issuer and the Custodian agree,

now or in the future, is a Transaction Document for the purposes of the Investor Security Deed and Custody Deed.

**Units** or **Unit** means a Deferred Purchase Agreement entered into by the Issuer, the Investor. The total number of Units held by the Investor will be notified by the Issuer to the Investor in the Confirmation Notice provided by the Issuer in accordance with clause 1.3(d) of the Terms;

**Volatility** means (whether realised volatility or historical volatility) a measure of volatility and risk. It is determined by calculating the annualised standard deviation of daily changes in the price of the Reference Asset for a particular period.

## 15. FORMULAE AND CALCULATION TABLE

| Formulae and calculations  |   |
|--|---|
| <b>Reference Asset Value</b>   | <p>The Reference Asset Value (in the currency of the Reference Asset i.e. AUD) is calculated each Scheduled Business Day as follows:</p> $\text{Reference Asset Value}_t = (1 + (\text{Reference Asset Level}_t - \text{Reference Asset Level}_0) / \text{Reference Asset Level}_0) \times 100$ <p>Where:</p> <p><b>Reference Asset Value<sub>t</sub></b><br/>means the Reference Asset Value on Scheduled Business Day t</p> <p><b>Reference Asset Level<sub>t</sub></b><br/>means the Reference Asset Closing Price on Scheduled Business Day t</p> <p><b>Reference Asset Level<sub>0</sub></b><br/>means the Reference Asset Closing Price on the Scheduled Business Day 0, being the Commencement Date</p>  |
| <b>Initial Reference Asset Value</b>   | The average of the Reference Asset Values on each of the three Initial Averaging Dates.   |
| <b>Final Reference Asset Value</b>   | The average of the Reference Asset Values on each of the three Maturity Averaging Dates.  |
| <b>Performance of the Reference Asset Value over the Investment Term (%)</b> | <p>Performance of the Reference Asset Value over the Investment Term =</p> $((\text{Final Reference Asset Value} - \text{Initial Reference Asset Value}) / \text{Initial Reference Asset Value}) \times 100$  |
| <b>First Coupon</b>  | <p>The First Coupon will be an amount of 90% of 5.5% of the Issue Price per Unit as calculated below</p> $\text{First Coupon} = 90\% \times (\$1.00 \times 5.5\%) = \$0.0495$ <p>The 90% in the above formula for the First Coupon has the effect of reducing the Gross First Coupon by the amount of the Performance Fee.</p>  |
| <b>Gross First Coupon</b>  | The amount of the First Coupon plus the Performance Fee payable in respect of the First Coupon, which is \$0.055 (i.e. \$0.0495 plus \$0.0055).   |
| <b>Second Coupon</b>   | <p>The Second Coupon will be an amount of 90% of 5.5% of the Issue Price per Unit as calculated below</p> $\text{Second Coupon} = 90\% \times (\$1.00 \times 5.5\%) = \$0.0495$ <p>The 90% in the above formula for the Second Coupon has the effect of reducing the Gross Second Coupon by the amount of the Performance Fee.</p>  |
| <b>Gross Second Coupon</b>   | The amount of the Second Coupon plus the Performance Fee payable in respect of the Second Coupon which is \$0.50 (i.e. \$0.0495 plus \$0.0055).   |
| <b>Gross Final Coupon</b>  | <p>The Gross Final Coupon will be an amount per Unit calculated as follows:</p> <p>Gross Final Coupon = \$1.00 x (Max [0, ((Final Reference Asset Value/Initial Reference Asset Value – 1) – Gross First Coupon – Gross Second Coupon)])</p> <p>Performance Fee = 10% x Gross Final Coupon</p> <p>Final Coupon = Gross Final Coupon – Performance Fee</p> <p>The 10% in the above formula for the Final Coupon has the effect of reducing the Gross Final Coupon by the amount of the Performance Fee. The Performance Fee is 10% of the amount that would otherwise be payable.</p> <p>There will be no Final Coupon if there has not been an increase in the Reference Asset Value greater than the Gross First Coupon and Gross Second Coupon over the full Investment Term. Where the Reference Asset Value has remained constant or declined over the Investment Term, there will be no Final Coupon paid.</p> |
| <b>Gross Coupons</b>   | Means the Gross First Coupon, the Gross Second Coupon and the Gross Final Coupon.   |
| <b>Final Value on the Maturity Date</b>                                      | <p>Final Value = \$1.00 x (Final Reference Asset Value/Initial Reference Asset Value) – Gross First Coupon – Gross Second Coupon – Gross Final Coupon</p>   |
| <b>Performance Fees</b>  | The amount of the Performance Fee on each Coupon will be 10% of the amount which would otherwise have been payable had the Performance Fee not been deducted.   |

## 16. REFERENCE ASSET DISCLAIMERS

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### ***The Australian stock market as measured by the S&P/ASX 200 Price Return Index***

There is no association or relationship between the Units or the Issuer and S&P Dow Jones Indices LLC or its affiliates and ASX Operations Pty Ltd or any of their third party licensors (collectively the “Index Sponsors”).

The Units are issued by the Issuer, they are not sponsored, endorsed, issued, distributed, sold, marketed or promoted by any of the Index Sponsors in any way. The Index Sponsors have no obligations or liabilities whatsoever in connection with the Units.

In particular, Investors should note that the Index Sponsors and, if relevant, their affiliates:

- are responsible only for composing and calculating the S&P/ASX 200 Price Return Index. All decisions and calculations are made without any regard to the Units or the Issuer;
- are not involved in any way or in any way responsible for the issue of the Units;
- do not make any statements regarding the advisability of investing in the Units;
- are not involved in any way or in any way responsible for the calculation of the Reference Asset Value, Coupons, Final Value or any other calculations or determinations made in relation to the Units;
- do not make any representations or warranties to any person (including the Issuer and Investors) in relation to the Units or the Relevant Indices. In particular, no representations are made in relation to the ability of each Relevant Index to track the movements in the underlying share market and no warranties are made in relation to the appropriateness of any use of the Relevant Indices;
- do not guarantee that the Relevant Indices, any data included in or correspondence regarding the Relevant Indices is correct, complete, up-to-date or accurate and have no liability for any errors, omissions or delays; and
- will not be liable, in any event, for any damages arising out of contract, tort, strict liability or otherwise (including indirect, special, incidental, punitive or consequential damages), regardless of whether they have advised of the possibility of such damages.

### ***Preparation of this PDS***

This PDS has been prepared by TIS from publicly available information only. No entity has been a party to its preparation or furnished any information specifically to TIS for the purpose of its preparation. Similarly, information in this PDS concerning an entity has not been independently verified. TIS has no affiliation with any entities underlying the Reference Asset and have no access to information concerning them other than that which is in the public domain.

TIS, the Custodian, and the Arranger do not accept any liability or responsibility for, and make no representation or warranty, express or implied, as to the accuracy or completeness of any information about an entity in this PDS. Investors should make their own enquiries about an entity. Nothing in this PDS can be relied upon as implying that there has been no change in the affairs of an entity, TIS, the Custodian, and the Arranger since the dates as at which information is given in this PDS.



# 17. MANAGING THE INVESTMENT

## 17.1 WHO CAN INVEST?

The Offer of Units under this PDS is available to both retail and wholesale clients as those terms are defined under the Corporations Act.

Please note that the Issuer can only accept Applications submitted within Australia.

## 17.2 MINIMUM INVESTMENT, MINIMUM BALANCE AND MINIMUM WITHDRAWAL AMOUNTS

The Minimum Investment Amount is 100,000 Units in the Series offered under this PDS.

The minimum number of Units for an Issuer Buy Back is 100,000 Units in that Series or if an Investor's holding is less than 100,000 Units in that Series, the Investor's entire holding.

## 17.3 HOW TO INVEST

Complete an Application Form (with any supporting documentation requested in the Application Form) and Identification Form and forward them together with the Prepaid Interest and Hedge Costs along with any agreed Adviser Fee as instructed in the Application Form. Investors can elect to have their funds direct debited, in this case the funds will be direct debited on or after the Application Payment Date.

By signing the Application Form and applying for Units, the Investor:

- (i) agrees to pay the Adviser Fee specified in their Application Form to their adviser;
- (ii) irrevocably authorises the Issuer to collect the Adviser Fee as part the total application monies;
- (iii) irrevocably directs the Issuer to deduct the Adviser Fee from their total application monies and to pay the Adviser Fee to their adviser on their behalf as soon as reasonably practicable following issue of the Units;
- (iv) indemnifies the Issuer against any claim from an adviser to recover the Adviser Fee (if, for example, the Units are terminated early) once the investment has commenced and Units have been issued.

## 17.4 IDENTIFICATION FORMS

As part of the Issuer's and the Registrar's obligations to comply with anti-money laundering legislation, the Issuer needs to adequately identify Investors by collecting certain details. Depending on the type of investor (for example, an individual, company, trustee or otherwise) different Identification Documents need to be supplied.

Please include the identification that corresponds to the appropriate type of investor, and post it with the Application Form to Tailored Investment Solutions.

## 17.5 PROCESSING APPLICATIONS AND ISSUE OF UNITS

TIS will deliver the Application Forms to the Registrar who will accept and process Applications for the Issuer. The acceptance of Applications will, however, be at the Issuer's discretion.

If an Application is accepted, Units will be issued within one month upon receipt of an Application from an investor. The Unit's economic exposure to the Reference Asset will begin on the Commencement Date. If a Unit is issued prior to the Commencement Date it will have no economic exposure until

the Commencement Date.

If for any reason the exposure to the Reference Asset cannot be achieved or the Minimum Subscription Amount is not reached on the Commencement Date, or the Issue does not proceed for any other reason, the Issuer will return the Prepaid Interest and Hedge Cost for the first year and Adviser Fee (if any) without interest and the issue will not proceed (any Units already issued will be terminated).

Once an Application to invest in the Units is accepted, and Units are issued to the Custodian on behalf of the Investor, the Investor will receive a confirmation detailing the particulars of their investment. The Issuer will confirm all subsequent transactions Investors make regarding their Units. No interest will be payable in respect of Application amounts received before the Commencement Date.

## 17.6 LOAN APPROVAL AND ISSUE OF UNITS

Approval of an Application (which includes the application for a Loan) will be at the absolute discretion of the Lender. The Lender will assess each Application before making a decision to provide a Loan and issue Units to the applicant. Investors who receive approval for a smaller Loan amount than they applied for will be taken to have applied for a reduced number of Units in the relevant Series. The Lender may decide to limit the aggregate amount of Loans provided in relation to Units. In such a case, the Lender may give priority to applicants based upon the order in which Applications are received.

## 17.7 COOLING OFF

No cooling off rights apply in respect of an investment in the Units.

## 17.8 TRANSFER OF UNITS

Investors may request a transfer of their Units which may or may not be accepted by the Issuer in its absolute discretion. Investors should contact the Issuer for the relevant transfer form.

# 18. HOW TO COMPLETE THE APPLICATION FORM

1. Complete the information required in the Application Form. Please read Section 1 below for further instructions.
2. Provide the identification and verification documents listed in Section 2 below. These documents are required under the Anti-Money Laundering & Counter-Terrorism Financing legislative regime in Australia. Applicants will also need to complete an Identification Form.

The Application Form, payment as set out in Section C of the Application Form and certified copies of the documents required to verify the applicant's identity should be sent to:

Tailored Investment Solutions  
Level 6, 54 Miller St  
North Sydney  
NSW 2060

Re: Application for Tailored Investment Solutions ASX 200  
Investment Units Series 1

## **Section 1** **General**

Please use CAPITAL LETTERS and a black ball point when completing the forms. For joint investors the Issuer requires the usual residential address of each investor. Applicants may only elect one postal address for all notices and correspondence. The applicant's usual residential address cannot be the applicant's financial advisers address or a PO Box. Company Applications should include a contact name and ACN, ABN, or ARBN as applicable. For company Applications the Issuer requires the full address of the registered office, plus principal place of business. Individual applicants should be 18 years of age or over. Investors can invest on a minor's behalf by putting their name in the account designation box. The unit holder will not, however, be the minor. If an applicant has an existing account and would like to add to the account, they should note their existing account number.

## **Application Instructions**

The Minimum Investment Amount for the Units is 100,000 Units per Series at the Issue Price shown in Section 3.2 "Key Information". To calculate the Investment Amount, multiply the Issue Price per Unit by the number of Units to be purchased. To calculate Prepaid Interest and Hedge Cost for the first year and Adviser Fees (if any), follow the instructions on the Application Form.

If you have agreed with your adviser that you will pay an Adviser Fee for financial product advice given in relation to your investment in the Units, please insert the agreed amount on the Application Form.

By signing the Application Form, you:

- (i) agree to pay the Adviser Fee specified to your adviser;
- (ii) irrevocably authorise the Issuer to collect the Adviser Fee (as part of your application monies);
- (iii) irrevocably direct the Issuer to deduct the Adviser Fee from the application monies direct debited by the Issuer (or the cheque proceeds) to pay the Adviser Fee to your adviser on your behalf as soon as reasonably practicable following issue of the Units; and
- (iv) indemnify the Issuer against any claim from an adviser to recover the Adviser Fee once the investment has commenced and Units have been issued.

Cash is not accepted. If an applicant would like to pay by direct debit, they should complete bank account details and direct debit authority in Section D and I of the Application Form.

Please note that direct debits may be made any time between the date Investors lodge their Application and the Commencement Date. Investors should ensure that the account they nominate for a direct debit has adequate funds during this time to avoid any dishonour fees.

## **Account operation instructions**

The applicant must specify how they would like their account to be operated. In the case of joint accounts, applicants may request joint signatures or allow either signatory to sign. Company or trustee applicant should indicate their operation instructions by ticking the appropriate box. See Section E of the Application Form.

## **Cash Payment Amount**

Any payments of cash in respect of an Early Maturity or Issuer Buy-Back will be paid directly into the Investor's bank account specified in Section D. Applicants must ensure they complete all details of the institution in full.

## **Signature(s)**

Applicants should ensure that they have read the attached PDS in full before signing the Application Form. Joint applications must be signed by all persons. If the account nominated for Direct Debit is held in joint names, both account holders must sign. If the Application is being signed under power of attorney a certified copy of the power of attorney and appropriate photo identification of the attorney must be enclosed.

## Examples of Correct Names and Account Designations

| Type of investor   | Correct name   | Incorrect name                | Signature(s) required   |
|--|--|-------------------------------|---|
| <b>Individual/joint holding</b><br>Use full name of each applicant, not initials   | Luke John Smith<br>Susan Mary Smith                        | Luke J Smith<br>Susan M Smith | Each applicant  |
| <b>Company holding</b><br>Use full company name  | ZYX Pty Ltd  | ZYX inc<br>ZYX Co<br>ZYX p/l  | 2 directors OR a director & secretary OR a single director (if a sole director company) |
| <b>Minors</b><br>Use full name of each applicant, not initials. Use minor name as beneficiary.                                     | Susan Mary Smith<br>a/c designation<br><Josh Smith>        | Josh Smith                    | Each Applicant (not minor)  |
| <b>Superannuation funds/trusts – individual trustee(s)</b><br>Use trustee(s) personal name(s). Use fund/trust name as beneficiary. | Susan Mary Smith<br>a/c designation<br><Susan Smith Trust> | S M Smith Trust               | Each Trustee  |
| <b>Superannuation funds/trusts – corporate trustee</b><br>Use trustee company name. Use fund/trust name as beneficiary.            | ZYX Pty Ltd<br><ZYX Trust>                                 | ZYX Trust                     | Trustee – as per company holding above  |

### Lodging the Application

Please mail the completed Application form, along with the documents certifying the applicant's identity to:

Tailored Investment Solutions  
Level 6, 54 Miller St  
North Sydney  
NSW 2060

Re: Application for Tailored Investment Solutions ASX 200 Investment Units Series 1

Please ensure payment is made in full.

Units will only be issued on receipt of a properly completed Application Form (containing direct debit details) by the Offer Closing Date, issued together with the PDS dated 4 May 2016, approval of the Investor's Application (including for a Loan) by the Issuer and Lender, and the receipt of cleared funds by the Application Payment Date. Applicants must ensure they sign in Section J of the Application Form and Section K for Trust Applicants

If applicants have any queries they should call their financial adviser or contact Tailored Investment Solutions at:

Internet: [www.tailoredinvestmentsolutions.com.au](http://www.tailoredinvestmentsolutions.com.au)

Email: [info@tailoredinvestmentsolutions.com.au](mailto:info@tailoredinvestmentsolutions.com.au)

Telephone: 1300 760 397

### Section 2

#### Anti-Money Laundering and Counter-Terrorism Financing Act 2006

##### Identification and Verification Requirements

Under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) legislative regime, certain due diligence must be conducted on any prospective investor before Units may be issued to that Investor. The due diligence includes identifying and verifying the identity of a prospective investor. Applications made without providing this information cannot be processed until all the necessary information has been provided. There are also ongoing customer due diligence obligations under the AML/CTF legislative regime which may require the Issuer to collect further information. The Issuer is obliged under the AML/CTF legislative regime to take and

maintain copies of any information collected from applicants. The Issuer may be required to share collected information with the Australian Transaction Reports and Analysis Centre (AUSTRAC) and may be prohibited from informing applicants of such disclosures. The Issuer may share collected information with related entities.

Under the AML/CTF legislative regime, the Issuer has an obligation to report suspicious matters to AUSTRAC. This obligation may require the collection of further information from investors. The Issuer may be prohibited from informing investors that reporting to AUSTRAC has taken place. The Issuer has the right to not accept Buy-Back requests or transfers or pay benefits under this product where there are reasonable grounds to believe doing so would breach Australian law or sanctions (or the law or sanctions of any other country) and the Issuer is not liable for any resulting loss.

By applying for units in the Units, applicants are acknowledging that the Issuer may, in its absolute discretion, not issue units to them, cancel any Units previously issued to them, delay, block or freeze any transactions or redeem any Units issued to them if it believes it necessary to comply with the AML/CTF legislative regime. In the above circumstances, the Issuer will not be liable to applicants for any resulting loss.

##### 2.1 Requirements for Individuals

Individual Investors must give the Issuer certified copies of one document from column [1] OR one document from each of column [2] AND [3]:

**Please note:** for Companies, Trusts, Associations and Co-Operative Applicants, please contact Tailored Investment Solutions in addition to referring to Section 2.2 below for details of the information the Issuer must collect and verify in reference to the Application. If the individual section of the Application Form is completed in addition to other sections, then the applicant must provide the documents required for an individual applicant in addition to any others required.

## Reliable and Independent Verification Documentation

### Reliable and Independent Verification Documentation – Do not send originals, certified copies only

| Column [1]<br>Primary Photographic (one proof required)   | Column [2]<br>Primary Non-Photographic (one proof required) | Column [3]<br>Secondary Identification (one proof required)   |
|---|---|---|
| <input type="checkbox"/> Current photographic Australian driver's licence<br><input type="checkbox"/> Current Australian passport #<br><input type="checkbox"/> Current State or Territory photographic ID card<br><input type="checkbox"/> Current foreign passport*<br><input type="checkbox"/> Current ID card issued by a foreign government containing a photograph & signature*<br><input type="checkbox"/> Current foreign driver's licence with photograph & date of birth* | OR  | <input type="checkbox"/> Commonwealth, State and Territory financial benefits notice (less than 12 months old)<br><input type="checkbox"/> ATO Tax notice (less than 12 months old)<br><input type="checkbox"/> Local government body or utility provider notice (less than 3 months old) recording provision of services to the person at the address<br><input type="checkbox"/> Notice issued within the last 3 months by school principal for a person under 18, recording period of time person attended school and person's residential address |
|   | AND   |   |

# A passport that expired within the two years prior to submitting the application form will also be accepted.

\*Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

There is a wide range of persons who may certify an applicant's documents. A list is given below:

#### ^Who may certify your documents as being a true and correct copy of the original

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Legal Practitioner enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia | <input type="checkbox"/> An agent of the Australian Postal Corporation     | <input type="checkbox"/> A finance company officer  |
| <input type="checkbox"/> A Judge of a court CEO of a Commonwealth Court   | <input type="checkbox"/> Permanent employee of a post office*              | <input type="checkbox"/> Officer of or authorised representative of a holder of an Australian financial services licence* |
| <input type="checkbox"/> Registrar or deputy registrar of a court   | <input type="checkbox"/> Australian Consular Officer or Diplomatic Officer | <input type="checkbox"/> A member of the Institute of Chartered Accountants in Australia, CPA or NIA membership*          |
| <input type="checkbox"/> Justice of the Peace   | <input type="checkbox"/> Financial institution officer/employee of a bank* |   |
| <input type="checkbox"/> Notary public  |  |   |
| <input type="checkbox"/> Police Officer   |  |   |

\*Those persons marked with an asterisk \* are required to have two or more years of continuous service or membership.

The eligible certifier must include the following information:

- Their full name
- Address
- Telephone number
- The date of certifying
- Capacity in which they are eligible to certify, and
- An official stamp/seal if applicable

The certified copy must include the statement, "I certify this is a true copy of the original document".

For photographic documents, the certified copy must include the statement, "I certify this is a true copy of the original document and the photograph is a true likeness".

## 2.2 Non-individual investors

Different identification and verification requirements apply to prospective investors who are not individuals, such as companies, other bodies corporate, trusts and Self Managed Super Funds. Where applicable, applicants will need to give us:

**Australian Companies** – Any one of the following documents: a certified copy of the certification of registration or licence or other records of the relevant commonwealth, state or territory

statutory regulator or a public document issued by the relevant company.

**Foreign Companies** – a certified copy of the certification of registration or licence or other records held by ASIC (if registered in Australia), registration document issued by the foreign registration body or Disclosure Certificate, or a public document issued by the company.

**Trusts & Trustees** – If the trust is a:

- Registered managed investment scheme, regulated trust, or Self-Managed Super Fund;
- any one of the following documents:
  - a certified copy; or
  - certified extract from the relevant regulator's website showing the full name of the trust, and that the trust is a registered scheme, regulated trust or Self-Managed Super Fund.

**Other trust type** – any one of the following documents: a certified copy or certified extract of the Trust Deed showing the name of the trust, reliable and independent documents relating to the trust or reliable and independent electronic data relating to the trust. This may include the following:



- A letter from a solicitor or qualified accountant that confirms the name of the trust;
- A notice issued by the Australian Tax Office within the last 12 months in relation to the trust Individual Trustee;
- Australian Company Trustee – a certified copy of the certification of registration.
- Australian Listed Company or majority owned subsidiary of an Australian Listed Company or is a regulated company – a certified copy of a public document issued by the relevant company.
- Foreign Company Trustee – copy or extract of the Trust Deed; reliable and independent documents relating to the trust or reliable and independent electronic data relating to the trust.

**Important: If applicants need further information they may contact Tailored Investment Solutions Pty Ltd to obtain details of the Issuer's identification and verification requirements as an AML/CTF Reporting Entity for each type of applicant.**

# 19. HOW TO COMPLETE THE ISSUER BUY-BACK FORM

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## **General**

Please use CAPITAL LETTERS and a black ball point when completing the form.

## **Investor Details**

For joint investors the Issuer requires the usual residential address of each investor.

The applicant's usual residential address cannot be their financial advisers address or a PO Box.

Company requests should include a contact name and ACN, ABN, or ARBN as applicable.

For company requests the Issuer requires the full address of the registered office, plus principal place of business.

## **Details of the Units to be Sold**

Please complete this section by selecting the investment to be sold and the number of Units to be sold.

## **Signature(s)**

Joint Applications must be signed by all persons. If the Issuer Buy-Back Form is being signed under Power of Attorney please enclose a certified copy of the Power of Attorney and appropriate photo identification of the attorney.

## **Lodging the Issuer Buy-Back Form**

Please mail the completed form to:

Tailored Investment Solutions  
Attn: Issuer Buy-Back  
LEVEL 6, 54 MILLER ST  
NORTH SYDNEY  
NSW 2060

Re: Buy-Back for TIS ASX 200 Units Series 1

Requests will only be processed on receipt of a properly completed Issuer Buy-Back Form.

Applicants must ensure they sign in Section C of the Issuer Buy-Back Form.

If applicants have any queries they should call their financial adviser or contact

Tailored Investment Solutions  
LEVEL 6, 54 MILLER ST  
NORTH SYDNEY  
NSW 2060

# Tailored Investment Solutions ASX 200 Investment Units Series 1

## Application Form

This is an Application Form for Units in the Tailored Investment Solutions ASX 200 Investment Units Series 1 issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) and arranged by Valuestream Investment Management Ltd (ACN 094 107 034, AFSL 246621). This Application Form accompanies the PDS dated 4 May 2016 and any supplementary PDS issued for the Units. It is important that you read the PDS in full and the acknowledgements contained in this Application Form before applying for the Units. The Issuer will provide you with a paper copy of the PDS including any supplemental PDS and the Application Form, on request without charge.

A person who gives another person access to the Application Form must at the same time and by the same means give the other person access to the PDS including any supplemental PDS.

Please see the instructions on how to complete this Application Form in the PDS.

The Minimum Investment is 100,000 Units.

This Application Form and your initial investment amount must be received by the Registrar by 4:00 pm in order to be processed that day

Units are only issued on receipt of:

- this Application Form,
- verification of the applicant's identity,
- approval of the Application by the Issuer and Lender, and
- payment in full of the Prepaid Interest and Hedge Cost for the first year and the Adviser Fee (if any).

Potential investors should obtain independent financial and taxation advice as to the suitability of this investment to them having regard to their investment objectives, financial situation and particular needs. Nothing in this PDS is a recommendation by the Issuer or its related bodies corporate concerning investment in the Units or any specific taxation consequences arising from an investment in the Units.

### SECTION A – INVESTOR DETAILS

What type of person or entity is applying? Please tick one box ONLY and complete all the sections indicated.

- Individual or joint – must complete section **A1, B, C, D, E, F, G, H, I and J**
- Australian Company – must complete **A1 (Directors), A2, B, C, D, E, F, G, H, I and J**
- Trust/SMSF with Individuals as Trustee – must complete **A1 (Trustees), A3, B, C, D, E, F, G, H, I, J and K**
- Trust /SMSF with Corporate Trustee – must complete **A1 (Directors), A2 (Company), A3, B, C, D, E, F, G, H, I, J and K**
- Other

For other entities, including foreign companies, partnerships or sole traders please contact us for an appropriate Application Form.

#### **A1 INDIVIDUAL INVESTOR DETAILS (MUST COMPLETE) (including individuals acting as trustee and corporate directors)** **INVESTOR 1 (Your name MUST match your ID exactly.)**

**All individuals must provide certified copies of photo identification, such as passports, driver's licenses or similar government issued photo ID**

Title: Given Names (in full) Surname:

Date of Birth (dd/mm/yyyy) Country of Citizenship

Are you an Australian resident for tax purposes?  Yes  No

If no, please specify your country of tax residence

Australian Tax File Number OR  Exempt from quoting a tax file number

Exemption details (if applicable)

Residential Address

City/Suburb/Town State Postcode Country

Email Address

Telephone (home) Area code Number

Telephone (business hours) Area code Number

Mobile

Fax: Area code Number

**INVESTOR 2 (Your name MUST match your ID exactly.)**

**All individuals must provide certified copies of photo identification, such as passports, driver's licenses or similar government issued photo ID**

Title:  Given Names (in full):  Surname:

Date of Birth (dd/mm/yyyy)  Country of Citizenship

Are you an Australian resident for tax purposes?  Yes  No

If no, please specify your country of tax residence

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

Residential Address

City/Suburb/Town  State  Postcode  Country

Email Address

Telephone (home) Area code  Number

Telephone (business hours) Area code  Number

Mobile

Fax: Area code  Number

**A2 AUSTRALIAN CORPORATIONS & CORPORATE TRUSTEES**

**Must provide a certified copy of an ASIC search on the company name or certificate of registration**

Full name of the company as registered by ASIC  ACN

Registered Office Address (PO Box is NOT acceptable)

City/Suburb/Town  State  Postcode  Country

Principal Place of Business (if any) (PO Box is NOT acceptable)

City/Suburb/Town  State  Postcode  Country

Main Contact Email Address

Telephone (business hours) Area code  Number

Fax: Area code  Number

**COMPANY TYPE**

Public – note that at least one Director must also complete A1

Proprietary – complete Director details below for all directors and at least one Director must also complete A1

How many directors are there?

Each Director's name in full (in Capitals)



If the company is a proprietary company and is not a regulated company, the full name and residential address (in capitals) of each individual that who owns, through one or more shareholdings, more than 25% of the issued capital of the Company.  
 If the company is a majority owned subsidiary of an Australian listed company, the name of the listed company and the relevant exchange.  
 If the company is regulated, the name of the regulator and details of the relevant license.

Is the company an Australian resident for tax purposes?  Yes  No

If no, please specify the company's country of tax residence

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

**A3 TRUSTS or SUPER FUND DETAILS**

**Must provide certified copy of the first few pages of the Trust deed or ATO website extract or ATO communication**

Name of Trust or Fund  Country of establishment

Date of establishment  ABN

Business name of the Trustee (if any)

Note: individual trustees must complete A1; corporate trustees must complete A2

**Type of trust**

Regulated trust (SMSF). If applicable please provide name of regulator, ABN and registration or license details.

Registered managed investment scheme. If applicable please provide ARSN

Unregistered managed investment scheme with only wholesale clients which does not make small-scale offerings under section 1012E of the Corporations Act 2001

Other – If applicable, please provide:

- If other, please specify (e.g. family, unit, charitable, estate)

- Full name of **each beneficiary** AND/OR if the terms of the trust identify the beneficiaries by reference to membership of a class – details of the class.

Are you an Australian resident for tax purposes?  Yes  No

If no, please specify the Trust or Fund's country of tax residence

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

**NOTE:** The Issuer only recognises the Trustee(s) as the investor and not the beneficiary, therefore the trustee(s) details must be given above. However the Issuer is also required to record the individual beneficiary details or, if the terms of the trust identify the beneficiaries by reference to class, the details of the class if you have ticked "Other" in the section "Type of Trust" above.

**BENEFICIARY 1**

Name  ABN (if applicable)

**BENEFICIARY 2**

Name  ABN (if applicable)

**BENEFICIARY 3**

Name  ABN (if applicable)

**BENEFICIARY 4**

Name  ABN (if applicable)

Class Details of Beneficiaries (if applicable)

**SECTION B – ACCOUNT CONTACT DETAILS (MUST COMPLETE)**

Please indicate your preferred account contact details:

Same as Section A

Joint investors with different residential addresses must elect one:

Investor 1

Investor 2

Other. Please complete the following if contact details are different from those provided in Section A.

We will not accept your financial adviser's address.

Account Designation (optional)

Main Contact

Postal Address

City/Suburb/Town

State

Postcode

Country

Email Address

Telephone (home)

Area code

Number

Telephone (business hours)

Area code

Number

Mobile

Fax:

Area code

Number

**SECTION C – INVESTMENT DETAILS (MUST COMPLETE)**

Details of the Units to be purchased:

| Investment Tailored Investment Solutions Units     | Issue Price per Unit | Units (min 100,000 units) | First Year Prepaid Interest and Hedge Cost | Adviser Fee  |  |
|--|----------------------|---------------------------|--|--------------|--|
| <b>Example – ASX 200 Investment Units Series 1</b> | A\$1.00              | 100,000                   | A\$0.0715                                  | A\$2,200 (B) | 100,000 x A\$0.0715 = A\$7,150 (A)<br>(A) + (B) = A\$9,350 |

**ASX 200 Investment Units Series 1**    A\$1.00    \_\_\_\_\_    A\$0.0715    \_\_\_\_\_ (B)    \_\_\_\_\_ x A\$0.0715 = A\$ \_\_\_\_\_ (A)

(A) + (B) = \_\_\_\_\_

**Total Amount Payable at Commencement**

= A\$ \_\_\_\_\_

**Australian Investors:**

Please tick the box below to advise how your payment will be made.

 **Direct Debit**

Please complete Bank Account Details and Direct Debit Authority in Section D1 and D2.

A Direct Debit Dishonour Fee may be charged by your nominated financial institution if insufficient funds are available in your Nominated Account.

**SECTION D – BANK ACCOUNT DETAILS – Payments to you**

Investors must complete this section by providing details of an Australian banking institution for Coupons, Issuer Buy-Backs, and other payments made by the Issuer.

Bank Name/Institution \_\_\_\_\_

Branch name and address \_\_\_\_\_

City/Suburb/Town \_\_\_\_\_

State \_\_\_\_\_

Postcode \_\_\_\_\_

Country \_\_\_\_\_

BSB \_\_\_\_\_

Account Number \_\_\_\_\_

Account Name \_\_\_\_\_

**SECTION E – OPERATING AUTHORITY (MUST COMPLETE)**

When giving instructions to us about your investment please indicate who has authority to operate your account:

JOINT ACCOUNTS (if no box is ticked we will assume all can sign)

 any one applicant to sign     both applicants to sign

COMPANY OR TRUST ACCOUNTS (if no box is ticked all future written instructions must be signed by two directors/trustees, director and secretary, or the sole director)

 any one applicant to sign     any two applicants to sign     all applicants to sign     OTHER \_\_\_\_\_**SECTION F – PRIVACY**

Tailored Investment Solutions Pty Ltd may wish to contact you about future investment opportunities that may be of interest. Please tick the box if you do NOT wish to be contacted for this purpose.

 I/We do not wish to receive information from Tailored Investment Solutions regarding future investment opportunities.**SECTION G – PROVIDING IDENTIFICATION** I/We confirm I/we have ATTACHED CERTIFIED COPIES of the required proof of identification with this Application Form for each investor/applicant.

Persons authorised to certify a copy of the documents used to verify individual's identity can be found in Section 19

## SECTION H – DECLARATIONS & SIGNATURES

### YOU SHOULD READ THE PDS IN FULL BEFORE SIGNING THIS APPLICATION FORM

By completing the application form you:

1. declare that you have read and understood this PDS.
2. declare that you have read and understood Section 12 “Terms of the Deferred Purchase Agreement”.
3. declare that you have read and agree to the terms of Section 13 “Loan Agreement”.
4. agree to the collection, use and disclosure of your personal information provided in this Application Form.
5. declare that you have received this PDS personally, or a print-out of it, accompanied by or attached to this Application Form before signing the form.
6. declare that all information provided in the Application Form or any other information provided in support of the Application is true and correct.
7. declare if you have received the PDS from the internet or other electronic means, that it was received either personally or a printout accompanied the Application Form before making an Application for Units.
8. acknowledge that none of Issuer, Custodian or any member of their respective groups or any of their directors or associates or any other entity guarantees the performance of or the repayment of capital invested in, or income from the Units.
9. declare that if the Execution Page of this Application Form is signed under power of attorney, you have no knowledge of the revocation of that power of attorney.
10. declare that you have the power to make an investment in accordance with this Application, including the application for the Loan in accordance with the Loan Agreement and the Units in accordance with the terms of this PDS.
11. declare that you have read and understood the Direct Debit Request Service Agreement.
12. confirm and make the declarations set out in the Direct Debit Authority.
13. declare that sole signatories signing on behalf of a company are signing as sole director or as a sole director/secretary of the company.
14. acknowledge that an investment in the Units is subject to risks including possible delays in repayment and possible loss of capital invested.
15. agree to be bound by the provisions of the terms and conditions of the Units set out in the PDS, specifically those contained in Section 12 “Terms of the Deferred Purchase Agreement” and Section 13 “Loan Agreement”, and as amended from time to time.
16. acknowledge that the terms and conditions of the Units are an agreement between the Issuer, the Custodian, and the Investor arising on the terms and conditions set out in Section 12 “Terms of the Deferred Purchase Agreement”.
17. acknowledge that you give the indemnities in clause 10 of Section 12 “Terms of the Deferred Purchase Agreement” and clause 9 of Section 13 “Loan Agreement” for the benefit of the Issuer.
18. acknowledge that this PDS does not constitute an offer in any jurisdiction in which, or to any person of whom, it would be unlawful to make the offer.
19. declare that if investing as a trustee of a trust (“Trust”) (including acting as for a superannuation fund) you are acting in accordance with your designated powers and authority under the Trust Deed. In the case of Superannuation Funds, you also confirm that the funds are complying funds under the Superannuation Industry (Supervision) Act.
20. declare that if investing as a trustee of a trust (Trust) (including acting as trustee for a superannuation fund),, you are familiar with the documents constituting the trust (the Trust Documents) (and as amended, if applicable) purporting to establish, and relating to, the Trust and hereby declare and confirm that:
  - a) the Trust and the Trust Documents have been validly constituted and is subsisting at the date of this declaration;
  - b) you will be and are empowered and authorised by the terms of the Trust Documents examined by you to enter into and bind the Trust to the transactions completed by the Terms and this PDS;
  - c) the transactions completed by the Terms and this PDS do or will benefit the beneficiaries of the Trust; and
  - d) you have all the power, authority and discretion vested as trustee to apply for and hold the Units.
21. acknowledge that all information relating to this Application Form for investment or any subsequent information relating to this investment may be disclosed to any service provider and to your adviser. This authority will continue unless revoked in writing by you.
22. If you use the facsimile or email facility you:
  - a) release, discharge and agree to indemnify the Issuer and their agents, including the registrar and their respective officers from and against all losses, liabilities, actions, proceedings, accounts, claims and demand arising from instructions received under the facility;
  - b) agree that a payment made in accordance with the conditions of the facility shall be in complete satisfaction of all obligations to you for a payment, notwithstanding it was requested, made or received without your knowledge or authority.
23. acknowledge the Issuer has entered into custodial arrangements with TIS Nominees No. 1 Pty Ltd (“Custodian”).
24. acknowledge that your Units will be issued to the Custodian on your behalf and the Custodian will hold your Units subject to the Investor Security Deed in accordance with the terms of the Loan Agreement and the Custody Deed.
25. irrevocably direct and authorise the Lender to draw down the Loan Amount and pay the amount directly to the Issuer in satisfaction of your obligation to pay your Investment Amount.
26. acknowledge that the Coupons payable to you will be first set-off against the Prepaid Interest and Hedge Cost payable by you to the Lender.
27. acknowledge that if you exercise the Annual Walk Away Option you will not be entitled to the Coupon payable in respect of the year in which you exercise the Annual Walk Away Option (or any future Coupons or Final Value).
28. acknowledge that if the Units are subject to Early Maturity for any reason (including following your failure to pay an amount of Prepaid Interest and Hedge Cost when due), you will not be entitled to any Coupons or Final Value payable or Delivery Parcel on or after the occurrence of the relevant Early Maturity Event.
29. irrevocably direct and authorise the payment of the Coupons (to the extent not set-off against Prepaid Interest and Hedge Cost), Buy-Back Price, Termination Payment, Early Maturity Value and Sale Monies to be paid firstly to the Lender in repayment of the Loan Amount. However, the Lender does not intend to apply the Coupons to the Loan Amount during the Investment Term unless there is an Event of Default under the Investor Security Deed.
30. if you fail to pay the Loan Amount, you assign all of your rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf, and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for Delivery Costs) to pay



- the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan.
31. agree and acknowledge that their recourse against the Issuer is limited to the secured property only and otherwise they can take no action against the Issuer.
32. irrevocably appoint for valuable consideration the Issuer, its related bodies corporate and each of their respective employees whose title includes the word "director" jointly, and each of them severally as my/our true and lawful agent to do all acts and things:
- a) necessary to bind you to the Terms, give effect to the Terms, including without limitation, completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
  - b) necessary to give effect to, amend, execute, register or enforce the Custody Deed or Investor Security Deed and bind you to the terms of the Custody Deed;
  - c) that the Investor is obliged to do under the Terms;
  - d) which, in the opinion of the Issuer are necessary in connection with:
    - i. payment of any moneys to the Investor;
    - i. the Maturity process, including without limitation, if an Early Maturity Event occurs;
- i. any Issuer Buy-Back;
  - i. the Delivery Assets, including without limitation the delivery or sale of the Delivery Assets;
  - i. the repayment of the Loan Amount;
  - i. the Investor Security Deed, including without limitation the perfection and enforcement of the Investor Security Deed.
33. indemnify the agent against all claims, losses, damages and expenses suffered or incurred as a result of anything done in accordance with the above agency appointment.
34. agree to give further information or personal details to the issuer if it reasonably believes that it is required to meet its obligations under anti-money laundering counterterrorism or taxation legislation. By making this Application, you represent and covenant that the funds you are investing are not the proceeds of crime or money laundering, nor connected with the financing of terrorism. You agree that the Issuer may in its absolute discretion determine not to issue units to you, may cancel any units that have been issued to you or may redeem any units issued to you if the Issuer believes that such action is necessary or desirable in light of its obligations under the Commonwealth Anti-Money Laundering and Counter-Terrorism Financing Act 2006 or any related legislation.

## SECTION I – Bank Account Details (Debit and Credit) – INVESTORS MUST COMPLETE THIS SECTION

This Direct Debit Request includes this page and the next section entitled "Section J – Execution Page".

**Important Note:** Bank account name(s) must match the Applicant name(s) in the Application Form attached to the Product Disclosure Statement (PDS) dated 4 May 2016 and be signed by that person(s). If a company or corporate Trust is applying, this form must be signed by either the sole director (if there is only one) OR two directors or a director and secretary (if there are two or more).

**In the case of a joint account, both signatures are required in Section J.**

Surname or Company Name

Given Name or ACN

Surname or Company Name

Given Name or ACN

authorise and request Tailored Investment Solutions Pty Ltd ACN 169 320 905, (or its nominee, related entity assignee, transferee, participant or sub-participant as required), until further notice in writing, to arrange, through its own Financial Institution, for any amount that Tailored Investment Solutions Pty Ltd may properly charge me/us to be debited from my/our Nominated Account via the Bulk Electronic Clearing System at the financial institution shown below and paid to Tailored Investment Solutions Pty Ltd subject to the terms and conditions of the Direct Debit Request Service Agreement in this PDS. The Prepaid Interest and Hedge Cost for the first year and Adviser Fee will be deducted on or after the Application Payment Date. Investors should ensure sufficient funds are in the Nominated Account from this date to prevent any dishonour fees. The Issuer may charge a Direct Debit fail fee of \$50 for dishonoured direct debits.

### Account Details (For Direct Debit)

CHECK THIS BOX IF ACCOUNT IS THE SAME AS SECTION D "Payments to You"

Bank Name/Institution

Branch name and address

City/Suburb/Town

State

Postcode

Country

BSB

Account Number

Account Name

## SECTION J – EXECUTION PAGE

This execution page forms part of the Application Form and Direct Debit Request

### Acknowledgments

I/We understand and acknowledge that by signing below:

- I/We have read and understood, and agree to, the terms and conditions governing the direct debit arrangements between me/us and Tailored Investment Solutions Pty Ltd as set out in the Direct Debit Request Service Agreement of this PDS; and
- I/We make the declarations set out in Section H of this Application Form.

### Business/Investment Purpose Declaration

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

### IMPORTANT

You should only sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

I/we irrevocably authorise the Issuer to collect the Adviser Fee (if any) specified on our Application Form at the same time as other payments are direct debited and the Issuer to pay these amounts to your adviser on our behalf.

I/we indemnify the Issuer against any claim from an adviser to recover the Adviser Fee once the investment has commenced and Units have been issued.

By signing this declaration you may lose your protection under the National Credit Code.

Signature of Unitholder 1

Name of Unitholder 1

Date

Tick capacity – mandatory for companies

Sole Director

Director

Secretary

Tick capacity if appropriate:

Individual Trustee

Corporate Trustee

Partner

Signature of Unitholder 2

Name of Unitholder 2

Date

Tick capacity – mandatory for companies

Sole Director

Director

Secretary

Tick capacity if appropriate:

Individual Trustee

Corporate Trustee

Partner

If you are signing this form in your own capacity, then please state your name and the capacity in which you are signing e.g. James West, director of West Pty Ltd as Trustee for the West Family Trust.

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

Between the Investor and Tailored Investment Solutions Pty Ltd ACN 169 320 905.

### 1. Definitions

The following definitions apply in this agreement.

**“Account”** means the account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.

**“Agreement”** means this Direct Debit Request Service Agreement between You and Us.

**“Banking Day”** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**“Debit Day”** means the day that payment by You to Us is due.

**“Debit Payment”** means a particular transaction where a debit is made.

**“Direct Debit Request”** means the Direct Debit Request between Us and You.

**“Our, Us or We”** means Tailored Investment Solutions Pty Ltd (“TIS”) which You have authorised by signing a Direct Debit Request.

**“PDS”** means the document to which this Agreement was attached and which sets out the terms of the offer of the Tailored Investment Solutions ASX 200 Investment Units Series 1 Deferred Purchase Agreements.

**“You or Your”** means the person(s) who has signed or authorised by other means the Direct Debit Request.

**“Your Financial Institution”** is the financial institution where You hold the Account that You have authorised Us to arrange to debit.

### 2. Debiting Your account

**2.1** By signing an Application Form that contains the Direct Debit Request, You have authorised Us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between Us and You.

**2.2** We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request.

**2.3** If the Debit Day falls on a day that is not a Banking Day, We may direct Your Financial Institution to debit Your Account on the following Banking Day.

**2.4** If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.

### 3. Amendments by Us

**3.1** We may vary any details of this Agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

### 4. Amendments by You

**4.1** You may change, stop or defer a debit payment, or terminate this agreement by providing Us with at least fourteen (14) days notification by writing to:

Tailored Investment Solutions Pty Ltd  
Level 6, 54 Miller St  
North Sydney NSW 2060

or

by telephoning Us on 1300 760 397 during business hours;

or

arranging it through Your own financial institution.

### 5. Your obligations

**5.1** It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

**5.2** If there are insufficient clear funds in Your Account to meet a Debit Payment:

- (a) You may be charged a fee and/or interest by Your Financial Institution;
- (b) You may also incur fees or charges imposed or incurred by Us; and

- (c) You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that We can process the Debit Payment.

**5.3** You should check Your account statement to verify that the amounts debited from Your Account are correct

**5.4** If We are liable to pay goods and services tax (“GST”) on a supply made in connection with this Agreement, then You agree to pay Us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 6. Dispute

**6.1** If You believe that there has been an error in debiting Your Account, You should notify Us directly and confirm that notice in writing with Us as soon as possible so that We can resolve Your query more quickly. Alternatively You can take it up with Your Financial Institution direct.

**6.2** If We conclude as a result of Our investigations that Your Account has been incorrectly debited We will respond to Your query by arranging for Your Financial Institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.

**6.3** If We conclude as a result of Our investigations that Your Account has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

### 7. Accounts

You should check:

- (a) with Your Financial Institution whether direct debiting is available from Your account as direct debiting is not available on all accounts offered by financial institutions;
- (b) Your account details which You have provided to Us are correct by checking them against a recent account statement; and
- (c) with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

### 8. Confidentiality

**8.1** We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

**8.2** We will only disclose information that We have about You:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

### 9. Notice

**9.1** If You wish to notify Us in writing about anything relating to this agreement, You should write to Your Account Manager.

**9.2** We will notify You by sending a notice in the ordinary post to the address You have given Us in the Application Form to the PDS.

**9.3** Any notice will be deemed to have been received on the third banking day after posting. Execution by You of the Application Form that contains the Direct Debit Request deems You to have read and understood the terms of this Direct Debit Request Service Agreement.

**SECTION K – TRUSTEE DECLARATION (Trusts & SMSF's to complete)**

This form must be provided to the Issuer by you, as Trustee of the Trust named in the Application Form (the “Trust”), if you are applying for Tailored Investment Solutions ASX 200 Investment Units Series 1 :

Dear Sir/Madam

This Trustee’s Declaration is provided to the Issuer (and each of its related bodies corporate) in connection with the issue of the Tailored Investment Solutions ASX 200 Investment Units Series 1

I am the Trustee of the Trust and am familiar with the documents constituting the Trust (the “Trust Documents”) (and as amended if applicable) purporting to establish, and relating to, the Trust.

I hereby declare and confirm that:

- 1. The Trust and Trust Documents to have been validly constituted and is subsisting at the date of this declaration
- 2. I am empowered and authorised by the terms of the Trust Documents examined by me to enter into and bind the Trust to the transactions contemplated by the Terms of the Tailored Investment Solutions ASX 200 Investment Units Series 1 and the PDS dated 4 May 2016.

Corporate or Individual Trustee

Signature (Director/Trustee 1)  Date

Tick capacity – mandatory for companies  Sole Director  Director  Secretary

Tick capacity if appropriate:  Individual Trustee  Corporate Trustee  Partner

Corporate or Individual Trustee

Signature (Director/Trustee 2)  Date

Tick capacity – mandatory for companies  Sole Director  Director  Secretary

Tick capacity if appropriate:  Individual Trustee  Corporate Trustee  Partner



**ADVISER USE ONLY**

Adviser Name (in full)

Adviser Postal Residential Address

City/Suburb/Town

State

Postcode

Country

Adviser Phone (business hours)

Adviser Email

Adviser  
Stamp

Dealer Group name

Dealer Phone (business hours)

Dealer Group AFS License Number

Dealer Group ABN

**IMPORTANT – MUST BE COMPLETED FOR EACH APPLICATION**

The following must be completed in order to fulfil the legislative requirements of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* as amended from time to time (“AML/CTF”). Please refer to Section 19 for a guide to acceptable identification documentation.

| ID Document Details | Applicant 1                       |   | Applicant 2                       |   |
|---------------------|-----------------------------------|---|-----------------------------------|---|
| Verified From       | <input type="checkbox"/> Original | <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Original | <input type="checkbox"/> Certified Copy |
| Document Issuer     |                                   |   |                                   |   |
| Issue Date          |                                   |   |                                   |   |
| Expiry Date         |                                   |   |                                   |   |
| Document Number     |                                   |   |                                   |   |

**Applicant Information**

I confirm the following:

I confirm that I have sighted original or certified copies of the Applicants identity documents.

- I will hold the material from which I have verified the information for 7 years from the date of this investment.
- I have attached identity documents for this Application and will provide any available information about that client, if requested by the Issuer, its Agent or AUSTRAC.
- I acknowledge that it may be a criminal offence to knowingly provide false, forged, altered or falsified documents or misleading information or documents when completing this Application form.

**Payment of the Adviser Fee – consent to fee payment arrangements**

By signing this Application Form, we:

- agree that our fee for the provision of financial product advice to the Investors(s) (i.e. the Adviser Fee) is as specified in Section C of the Application Form;
- consent to the collection of the Adviser Fee by the Issuer;
- agree that the Issuer has no liability to us for the amount of the Adviser Fee or the collection or remittance of the Adviser Fee to us;
- agree and acknowledge that if the Issuer decides not to proceed with the issue of the Units for any reason then the Adviser Fee will not be collected (or, if collected, will be returned to applicants without interest), the Adviser Fee will not be payable to us and we will have no action against the Issuer in respect of the Adviser Fee;
- agree and acknowledge that if the Unitholder(s) investment in the Units is terminated for any reason, the Adviser Fee will not be collected and we will have no action against the Issuer in respect of any unpaid Adviser Fee; and
- agree to indemnify and hold the Issuer harmless against any damage, loss, cost, liability or expense of any kind (including without limitation penalties, fines and interest) incurred by the Issuer arising from or connecting in any way with the collection and remittance of the Adviser Fee.

Authorised Investment Adviser Signature

Date

Authorised Representative Number

# Tailored Investment Solutions ASX 200 INVESTMENT UNITS

## Issuer Buy-Back Form

This is an Issuer Buy-Back Form for Units in the Tailored Investment Solutions ASX 200 Investment Units Series 1 issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) and arranged by Valuestream Investment Management Ltd (ACN 094 107 034, AFSL 246621). This Issuer Buy-Back Form accompanies the PDS dated 4 May 2016 and any supplementary PDS issued for the Units (PDS). This form is to be used if you are an investor in the Units and wish to request an Issuer Buy-Back prior to Maturity. Please see the instructions on how to complete this Form in the PDS. This Buy-Back Request Form must be received by the Registrar by 2:00 pm in order to be processed that day.

### SECTION A – INVESTOR DETAILS

I/We hereby apply for the following Units issued by Tailored Investment Solutions Pty Ltd pursuant to the PDS dated 4 May 2016 to be transferred from me/us to the Issuer.

Name of Seller (if a company, please provide full name and ABN/ACN/ARBN):

Address

City/Suburb/Town

State

Postcode

Country

Telephone

### SECTION B – DETAILS OF THE UNITS TO BE SOLD

Investment:

Tailored Investment Solutions – ASX 200 Investment Units Series 1

Total Number of Units to be Sold  
(this must be greater than or equal to the  
Minimum Buy-Back Amount)\*

\*The Minimum Buy-Back Amount is 10,000 Units, provided Investors continue to hold at least 10,000 Units.

### SECTION C – DECLARATIONS & SIGNATURES

1. I/We the registered Unitholder(s) request the Issuer Buy-Back the Units specified above, subject to the conditions contained in the PDS on which I/we held those Units at the time of signing of this form.
2. I/We have full legal power to request this Issuer Buy-Back and do so free of any encumbrance or security (whether registered or not)
3. I/We understand I/We will have no further exposure to the Reference Asset Value or the Reference Asset after the Units are bought back
4. I/We understand that there may be significant Break Costs (including Loan Break Costs) for the Issuer Buy-Back.
5. I/We understand that the Buy-Back Price (if any) may differ significantly from the quoted value provided by Tailored Investment Solutions and/or the Hedge Provider.
6. I/We understand that the Buy-Back Price will first be applied against my outstanding Loan Amount and only the surplus (if any) will be paid to me/us.
7. I/We understand that the Issuer will withhold a 10% Performance Fee on the Buy-Back Price on amounts above the initial Issue Price.
8. I/We understand that the tax outcome may differ from the PDS by participating in an Issuer Buy-Back.
9. The Issuer strongly recommends you seek independent expert tax advice before submitting this request.
10. I/We understand by submitting the Issuer Buy-Back request, that it is irrevocable.

Signature of Unitholder 1

Name of Unitholder 1

Date

Tick capacity – mandatory for companies

Sole Director

Director

Secretary

Tick capacity if appropriate:

Individual Trustee

Corporate Trustee

Partner in Partnership

Signature of Unitholder 2

Name of Unitholder 2

Date

Tick capacity – mandatory for companies

Sole Director

Director

Secretary

**Issuer and Lender:**

Tailored Investment Solutions Pty Ltd  
Level 6, 54 Miller St,  
NSW 2060  
P: 1300 760 397

**Registrar:**

Link Market Services Limited  
Level 6, 1A Homebush Bay Drive,  
Rhodes, NSW 2138  
P: 02 8280 7100

**Issuer's Solicitors:**

Baker & McKenzie  
Level 27, AMP Centre  
50 Bridge Street  
Sydney NSW 2000

**Arranger:**

Valuestream Investment Management Ltd  
Suite 501, Level 5, 210 Clarence St,  
Sydney NSW 2000

**Custodian:**

TIS Nominees No.1 Pty Ltd  
Level 6, 54 Miller St,  
NSW 2060  
P: 1300 760 397

**All Application Forms and Correspondence to the Issuer:**

Tailored Investment Solutions  
Level 6, 54 Miller St,  
North Sydney  
NSW 2060

1300 760 397

[www.tailoredinvestmentsolutions.com.au](http://www.tailoredinvestmentsolutions.com.au)